

DOCUMENT NO.
4967
ADOPTED
10/22/87

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT

FOR

PORTLAND PLACE

Boston, Massachusetts

THIS AGREEMENT, dated as of October <>, 1987 is made by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), acting on its own behalf and as escrow agent for the Neighborhood Jobs Trust, as contemplated by Article 26A and 26B of the Boston Zoning Code and hereafter to be created, and PORTLAND PLACE ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership, having an address c/o Bulfinch Development Corporation at 105 Chauncy Street, Boston, Massachusetts 02111, and its successors, assigns and legal representatives (hereinafter "Applicant"), and the Authority and Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant is the owner of a parcel of land together with the building thereon located at 73-75 Causeway Street, 19-21 Lancaster Street, the air rights over both 200 Portland Street and the Annex to 200 Portland Street, located on Lancaster Street, containing in the aggregate approximately 33,536 square feet as more particularly described on Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Applicant proposes to construct a 9-story new construction addition with a height of 100.0 feet to an existing rehabilitated 6-story building on the Project Site for use as an office building with ground floor retail/restaurant,

office uses on the upper floors and one level of subterranean parking under the new construction. The building will contain approximately 133,640 square feet of gross floor area when it is completed (hereinafter "Project");

WHEREAS, the Applicant recognizes that the Project may have an impact on transportation in the general area of the Project and is willing to enter into a voluntary "Transportation Access Plan Agreement" with the Authority and the City of Boston's Transportation Department;

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code; and

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created under declaration of trust dated November 19, 1985 pursuant to an ordinance entitled "Ordinance Establishing the Neighborhood Housing Trust" passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust as referred to in Article 26B of the Boston Zoning Code has been created;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the

Authority a Development Impact Project Plan (hereinafter "Plan") attached hereto as Exhibit B and hereby incorporated by reference, as required by Section 26A-3 of Article 26A of the Boston Zoning Code and after a public hearing held on September 23, 1987, notice of which was published in The Boston Herald on __, 1987, the Authority approved the Plan on ____, 1987. The Applicant will cause the Project Site to be developed in accordance with the Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Linkage Payment") in the amount as calculated and set forth in 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in 2.2, Housing Creation Option, or by payments made in accordance with 2.3, Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 and as further defined in the Housing Creation

Regulations (hereinafter "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26A-1(3)(b) of Article 26A of the Boston Zoning Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges compliance with said regulations.

2.3 Housing Payment Option. If the Applicant shall elect to contribute monetary payments, under the Housing Payment Option in satisfaction of its obligation for all or a part of the Linkage Payment, said payments shall be made to the Collector-Treasurer, Room M-5, One City Hall Square, Boston, MA. 02201 as custodian (the "NHT Trustee"), pending acceptance of such payments for the Housing Trust by the City. The payments shall be made in seven (7) equal annual installments. The Authority hereby agrees that delivery of such payments to the NHT Trustee constitutes full satisfaction of the Applicant's obligation to make such payments. The Applicant hereby agrees to notify the Authority of the delivery of such payments to the NHT Trustee. The first installment of the Housing Payment Option shall be due and payable on the Payment Date, as defined in 2.6, infra, and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Payment Date.

The NHT trustee shall enforce the Applicant's election in accordance with this Section of the Agreement and shall collect any funds due hereunder. In the event any installment

of the Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing thirty (30) days after the applicable anniversary date of the Payment Date when payment should have been received by the NHT Trustee and ending on the date when the NHT Trustee receives payment.

2.4 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will include office, retail and/or restaurant uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet. Based upon schematic drawings for the Project, the gross floor area of new construction devoted to such uses is expected to be approximately two hundred thirty-two thousand six hundred and eighty-four (232,684) square feet. The amount of the Linkage Payment, as referred to in 2.1, supra, will approximate six hundred sixty-three thousand four hundred twenty dollars (\$663,420). The parties acknowledge that the amount of the Linkage Payment is based upon gross floor areas as estimated in the Plan. Prior to the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross floor area for the Project as certified (as identified in the DIP Plan). If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code as in effect on the date hereof and as certified by the Project Architect differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the

Authority adjusting the amount of the Linkage Payments computed in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area.

2.5 Recalculation. The Authority hereby agrees that any change in the formula (amount or rate of payment) for the calculation of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1 (21) of Article 2 of the Boston Zoning Code after December 5, 1986, shall not in any way increase the Linkage Payment determined in accordance with 2.4 of this Agreement.

2.6 Linkage Payment Date. The Payment Date shall be the date of the granting of the first building permit that allows for substantial construction. For purposes of this Section, demolition and surface site work shall not be considered substantial construction, but the commencement of excavation, foundation, and other work shall constitute substantial construction.

2.7 Notice of Linkage Payment. Upon execution of this Agreement, the Authority will notify the NHT Trustee of such execution.

In order to ensure prompt receipt of the first installment of the Linkage Payment, the Applicant acknowledges that the Inspectional Services Department (hereinafter "ISD") will not issue a building permit for the Project until satisfactory evidence of such receipt has been presented (or a

Housing Creation Agreement has been signed with the Authority) and that the Applicant must, therefore, pay the first installment of the Linkage Payment on, or, at the election of the Applicant, prior to, the Payment Date. Upon receipt of the first installment of the Linkage Payment, the NHT Trustee shall (a) acknowledge receipt thereof, (b) issue to the Applicant a certification of such payment and (c) notify ISD of such payment.

The Authority shall review the Applicant's determination of the final gross floor area of the Project. If the Authority confirms the Applicant's determination it shall so certify and forward the same to the ISD with a copy to the NHT Trustee.

2.8 Project Address. In order to assist the NHT Trustee in coordinating collection efforts with ISD, the Applicant shall submit to the Authority and the NHT the Project address as listed on the building permit application and the building application numbers.

(a) Project address as listed on the building permit application is: 200 Portland Street, Boston, Massachusetts

(b) Building application number is: 2688

2.9 Non-Accrual of Linkage Payment. If a building permit is not granted for any part of the Project, or if construction of the Project or any part thereof is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility

for the Linkage Payment with respect to, whichever is applicable, the Project or particular part thereof.

2.10 Credit Towards Linkage Payment. If the City of Boston shall hereafter impose, assess or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, excise or tax, the obligations of the Applicant hereunder, to the extent of the amount of such tax or excise, shall thereupon cease and be of no further force and effect.

2.11 Corner Parcel. If the Applicant or any other entity controlled by Applicant's general partner shall acquire the parcel of land abutting the Project Site at the corner of Lancaster and Causeway Streets (the "Corner Parcel"), then this Agreement shall be amended to increase the Applicant's Linkage Payments pursuant to Section 2.4 to reflect the additional gross floor area, and further amended as necessary to reflect the inclusion of the Corner Parcel in the Project Site.

In consideration for the Authority's approval in its design review of the Project of the placing of windows in the two walls abutting the Corner Parcel, if an entity other than the Applicant or any other entity controlled by the Applicant's general partner develops the Corner Parcel in a manner which so

requires, the Applicant shall seal said windows and restore the party walls between the Project Site and the Corner Parcel.

The Applicant further agrees in fulfillment of the foregoing obligation not to oppose any zoning relief which seeks a height for improvements to be constructed on the Corner Parcel not in excess of the Project's height where it abuts the Corner Parcel. Notwithstanding the foregoing, the Applicant retains all of its rights to oppose any other form of zoning relief sought for the Corner Parcel.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant ("Jobs Payment") as such term is defined in Section 26B-2(3)3 of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston as custodian, pending acceptance of such payments for the Neighborhood Jobs Trust by the City. The payments shall be made in two (2) equal annual installments. The first installment of the Jobs Contribution shall be due and payable on the Jobs Payment Date and the second installment shall be due and payable on the next following anniversary of the Jobs Payment Date.

The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B including office, retail and/or restaurant uses.

It is anticipated that the gross floor area of the Project which will be devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet. Based upon schematic drawings for the Project, it is estimated that the gross floor area of new construction devoted to such uses is expected to be approximately two hundred thirty-two thousand six hundred and eighty-four (232,684) square feet. The total amount of the Jobs Payment calculated at the rate of \$1.00 for each square foot of gross floor area in the Project in excess of one hundred thousand square feet, will approximate a total of one hundred thirty-two thousand six hundred and eighty-four dollars (\$132,684). The parties acknowledge that the amount of the Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area of the Project, as defined in Section 2-1(21) of the Boston Zoning Code as certified by the Project Architect (as identified in the Plan) differs from the above stated estimate, this Agreement shall be amended by incorporating a schedule approved by the Director of the Authority adjusting the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the change in gross floor area.

3.2 Jobs Creation Contribution. Subject to the approval of the Director of the Mayor's Office of Jobs and Community Services, the Applicant may pursuant to Section 26B-2(3)(c) of Article 26B, use its Jobs Payment to create a job training program for workers who will then be employed on a permanent basis at the Project. If Applicant elects to

exercise this option, the Applicant must have received the approval of the Office of Jobs and Community Services before the Jobs Payment Date.

3.3 Jobs Payment Date. The Jobs Payment shall be made in two (2) equal annual instalments, the first instalment due upon the issuance of a building permit and the remaining portion due on the anniversary of the first payment.

3.4 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if construction of the Project or any part thereof is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to, whichever is applicable, the Project or particular part thereof.

3.5 Credit Towards Jobs Payment. If the City of Boston should hereafter impose or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B, amounts payable hereunder by Applicant shall be credited against such excise or tax, provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such tax or excise, shall thereupon cease and be of no further force or effect.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment

Standards. The Boston Residents Construction Employment Plan, a copy of which is attached hereto as Exhibit C, satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985. The Applicant has executed the Boston Residents Construction Employment Plan, which sets forth in detail the Applicant's plans to ensure that its Contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, meet the following Boston Residents Construction Employment Standards: (1) at least fifty (50) percent of the total employee workerhours in each trade shall be by bonafide Boston residents; (2) at least twenty-five (25) percent of the total employee workerhours in each trade shall be by minorities; and (3) at least ten (10) percent of the total employee workerhours in each trade shall be by women. Said plan includes provisions for monitoring, compliance and sanctions. Specifically, in addition to monitoring by the Mayor's Office of Jobs and Community Services and the Boston Employment Commission, the plan also provides for the receipt of compliance information by the Authority, and requires the direct involvement of the Applicant's general partner in, and Applicant's designation of an employee to serve as its compliance officer with respect to, the implementation of the plan.

4.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job-training and apprenticeship positions.

ARTICLE 5. VOLUNTARY EMPLOYMENT OPPORTUNITY PLAN.

5.1 Voluntary Employment Opportunity Plan. The Applicant shall execute a Memorandum of Understanding (Exhibit C) and a First Source Agreement (Exhibit H). The Memorandum of Understanding sets forth an Employment Opportunity Plan which presents the Applicant's good faith effort to ensure that fifty (50) percent of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services requires the Applicant to use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort to fill entry - level positions within the Project.

ARTICLE 6. TRANSPORTATION ACCESS PLAN AGREEMENT.

6.1 The Applicant has prepared a Transportation Access Plan attached hereto as Exhibit E. The Applicant hereby agrees to enter into a Transportation Access Plan Agreement with the Authority and the City of Boston Transportation Department, which Agreement shall be substantially in the form attached hereto as Exhibit F.

ARTICLE 7. LIABILITY.

7.1 Letter of Credit. As security for the payment of installments of the Linkage Payment subsequent to the first installment, the Applicant shall provide for the benefit of the Authority one or more letters of credit in the aggregate amount of 6/7 of the amount of the Linkage Payment as so calculated. Such letter or letters of credit shall be provided to the Authority on the date of payment of the first installment of such Linkage Payment. Applicant may provide such letter or letters of credit having expiration dates earlier than the expiration of the 6 - year period during which subsequent installments of the Linkage Payment are required in accordance with said Article 26A, provided that such letters of credit shall authorize the Authority to draw upon them if not replaced at least 30 days prior to their expiration date. Letters of credit to be provided by the Applicant as required by this Article 7 shall be substantially in the form of Exhibit I annexed hereto. Notwithstanding anything to the contrary contained in this Article 7, in lieu of a letter of credit, the Applicant may provide any alternative form of security for its Linkage Payments that is acceptable to the Authority in its reasonable discretion.

The principal amount of such letter or letters of credit or alternative form of security may be reduced by Applicant after payment by Applicant to the Authority of any installment of the Linkage Payment, such principal reduction to be in an amount equal to the installment payment then made by the Applicant. The Authority will take all steps necessary to

enable Applicant to implement such reduction, including providing its written assent to any amendment to such letter or letters of credit, if required by the issuer thereof, or the exchange of the required by the issuer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount.

7.2 Scope of Applicant's Liability. Subject to the provisions contained in 8.5 of this Agreement, the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement more fully described in the Plan, whether owned by the Applicant or its successors or assigns (including, without limitation, mortgagees), as the case may be, for any claim against the Applicant or its successors (including, without limitation, mortgagees), arising under this Agreement in connection with such improvements.

However, if the form of security is a letter or letters of credit, from and after the delivery by the Applicant to the Authority of the letter or letters of credit described in Section 7.1, the Authority shall look solely to the proceeds of such letter of credit as security for the performance of the obligations of the Applicant hereunder, it being understood that the Authority shall thereafter look to no other interests of the Applicant, including, without limitation, the Project or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its obligations hereunder.

7.3 No Personal Liability. Subject to the provisions contained in 8.5 of this Agreement, neither the Applicant nor

any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the improvements, and the Trusts as successor to the Authority as and when such Trusts shall be established, notwithstanding any subsequent amendment or repeal of Article 26A or Article 26B, notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority and notwithstanding any court decision having the effect of an amendment or repeal of Article 26A or 26B provided that such court decision does not render unlawful the making of either the Linkage Payment or the Jobs Payment.

8.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings described in

Article 2 or Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

8.3 Compliance with Development Impact Project Plan.

The Authority hereby acknowledges approval of the Plan, as voted by the Authority on _____, 1987. The Applicant hereby agrees that if it proceeds with the Project, it shall do so in accordance with the Development Impact Project Plan.

8.4 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, Massachusetts 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
Building 33
Charlestown Navy Yard
Charlestown, Massachusetts 02129

Applicant: Portland Place Associates
Limited-Partnership
c/o Bulfinch Development Corporation
105 Chauncy Street
Boston, Massachusetts 02111
Attention: J. Miller Blew

With copies to: John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, MA 02110

8.5 Record Notice of Agreement. The Applicant shall record at the Suffolk County Registry of Deeds, a statutory notice of this Agreement. Failure of the Applicant to record notice of this Agreement within fifteen (15) business days of the date of this Agreement shall render ineffective the provisions contained in Article 7 of this Agreement, unless said notice includes an extension of time by the Authority of the deadline for recording such notice. The Authority hereby

agrees that upon the satisfaction by the Applicant of its obligations under the Linkage Payment or Jobs Payment, the Authority shall assist the Applicant in obtaining, within ten (10) business days, from the Collector-Treasurer a certification in recordable form, that said Housing Contribution or Jobs Contribution, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Linkage Payment or Jobs Payment.

8.6 Knowledge of Laws. Applicant shall make best efforts to keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement; and shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees. The foregoing indemnity shall not apply to violations arising from the Applicants compliance with any ordinances, executive orders, regulations or laws determined to be ultra vires or otherwise unlawful.

8.7 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

8.8 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director

PORTLAND PLACE ASSOCIATES
LIMITED PARTNERSHIP

By: _____
J. Miller Blew,
General Partner

EXHIBIT A

Legal Description

73-75 Causeway Street

Two parcels of land situated in Boston, Suffolk County, Massachusetts and described as follows:

Parcel I:

The land with the buildings thereon on Lancaster Street, Boston, and comprising Lots 23, 24, 25 and the Southeasterly portion of Lot 26, as shown on a plan of Mill Pond Lots recorded in Suffolk County Registry of Deeds Plan Book 5, Plan 4A, bounded and described as follows:

SOUTHWESTERLY: by Lancaster Street, 118 feet;

NORTHWESTERLY: by remainder of said Lot 26 on said Plan being land formerly of Ezikiel Bates et al and of Benjamin F. Whittemore, 73 feet 8 inches;

NORTHEASTERLY: by Lots 27, 28, 29 and 30 on said plan, 118 feet;

SOUTHEASTERLY: by Lot 22 on said plan, 73 feet, 5 inches.

Parcel II:

The land with the buildings thereon being bounded and described as follows:

NORTHWESTERLY: by Causeway Street, 24 feet, 8 inches;

NORTHEASTERLY: by land formerly of Parkman, 39 feet;

SOUTHEASTERLY: by land formerly of the City of Boston and being the parcel herein first described, 24 feet, 6-1/2 inches; and

SOUTHWESTERLY: by land formerly of John H. Dunnels by a line running through the middle of a partition wall, 40 feet, 9 inches.

19-21 Lancaster Street

That certain parcel of land situated in Boston in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

SOUTHWESTERLY by Lancaster Street, fifty-five and 73/100 (55.73) feet; and

NORTHWESTERLY seventy-three and 33/100 (73.33) feet,

NORTHEASTERLY fifty-five and 77/100 (55.77) feet, the line running through a brick wall; and

SOUTHEASTERLY seventy-three and 25/100 (73.25) feet, the line running through a twenty (20) inch brick wall, all on land now or formerly of the Peter Bent Brigham Hospital.

200 Portland Street (Air Rights)

A certain parcel of land with the buildings thereon situated on Portland, Causeway and Lancaster Streets in the City of Boston and Commonwealth of Massachusetts and shown on "Compiled Plan of Land in Boston, Massachusetts dated March 30, 1971 (Rev. March 31, 1971)" drawn by Boston Survey Consultants and recorded at Suffolk Registry Book 8434, Page 496, bounded and described:

NORTHEASTERLY on Portland Street two hundred and forty-one (241) feet more or less;

NORTHWESTERLY on Causeway Street seventy-four (74) feet;

SOUTHWESTERLY by land now or formerly by Som AR Holding Company by two lines forty and 75/100 (40.75) feet and one hundred eighteen (118) feet respectively;

NORTHWESTERLY again by the same land seventy-three and 42/100 (73.42) feet by a line running through a common party wall;

SOUTHWESTERLY again by Lancaster Street, twenty-seven (27) feet;

SOUTHEASTERLY by land now or formerly of Charles F. Doe, Trustee, seventy-four and 33/100 (74.33) feet;

SOUTHWESTERLY again by the same land fifty-five and 77/100 (55.77) feet;

SOUTHEASTERLY by land now or formerly of Portland-Causeway Realty Corporation about one (1) foot through a common party wall;

SOUTHWESTERLY by the same land one and 1/10 (1.1) foot by the northeasterly face of the fire wall;

Containing 19,800 square feet of land more or less according to said plan.

EXHIBIT B

BOSTON REDEVELOPMENT AUTHORITY

September 23, 1987

DEVELOPMENT IMPACT PROJECT PLAN for PORTLAND PLACE

Developer: Portland Place Associates Limited Partnership (PPALP), a Massachusetts limited partnership. General Partners are J. Miller Blew and Portland Place Development Corporation.

Architect: Bergmeyer Associates, Inc., Boston, Massachusetts.

Legal Counsel: Csaplar & Bok, Boston, Massachusetts.

Site Description: Approximately 33,536 square feet of land in the Bulfinch Triangle, specifically known as 73-75 Causeway Street (Pussycat Theater), 19-21 Lancaster Street (Geneva Auto Body), the air rights to both the building known as 200 Portland Street and the Lancaster Street Annex to 200 Portland Street. A plan showing the location of the site is attached as Exhibit B-1.

Location and Appearance of Structures: The Project, as planned, will consist of a 9-story new construction addition with a height of 100.00 feet to an existing rehabilitated 6-story office building to be constructed on the site known as "Portland Place" (hereinafter referred to as "the Project"). The Pussycat Theater, and Geneva Auto Body buildings will be demolished prior to construction. The design of the Project is the result of detailed studies by Lane, Frenchman & Associates, Inc., urban planners, and Bergmeyer Associates, Inc., architects. Great care has been taken to assure that the Project is compatible with the scale, massing, and materials of other buildings in the historic Bulfinch Triangle.

General Description of Proposed Development and Uses: The Project, as planned, will provide first-class office and retail space and a below-grade parking facility. The ground floor of the Project will be devoted to active retail uses; the total retail space will be approximately 6,963 square feet. The upper floors will provide approximately 126,677 square feet of office space. The Project will also contain two off-street truck loading bays and a below-grade parking facility with 35 parking spaces. Access to the loading bays and the parking ramp will be from Lancaster Street at the southern end of the Project. A list of proposed uses to be included in the Project is attached hereto as Exhibit B-2.

Estimated Construction Time: Construction is expected to commence in October of 1987, with completion of the shell scheduled for January, 1989.

Projected Number of Employees: During construction, an estimated 100 jobs will be created. After completion, the employee population will be approximately 700 people. The Developer has agreed to submit a plan to the Director of the Boston Redevelopment Authority detailing its good faith efforts to ensure that its Contractor, and those engaged by its Contractor, will meet the following standards: (1) at least 50% of total employee worker hours in each trade will be worked by Boston residents; (2) at least 25% of total employee worker hours in each trade will be worked by minorities; (3) and at least 10% of total employee worker hours in each trade will be worked by women. Furthermore, the Developer has agreed to use good faith efforts to assure that 50% of the permanent employment opportunities created by the project are made available to Boston residents.

Development Impact Project Contribution: In accordance with Section 26A-3 of the Boston Zoning Code, PPALP will enter into a Development Impact Project agreement with both the Boston Redevelopment Authority and the Neighborhood Housing Trust, or if such trust has not been established at the time of the execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. The Development Impact Project Contribution shall be made as a Housing Contribution Option, or as a Housing Creation Option, which shall contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston under conditions specified in said agreement. If the Developer elects to satisfy its contribution responsibility with respect to the building through money payments, payments made to said Trust or fiduciary shall be made in seven (7) equal annual installments. The first installments will be due upon the issuance of a building permit. The annual payment shall be one-seventh of \$5.00 per square foot of gross floor area of the new construction in excess of 100,000 square feet. Said contribution shall approximate a total of \$663,420 based on the following calculations:

Gross Building Area of New Construction:	232,684 SF
Deduct Allowance:	<u>100,000</u>
	132,684
	x \$ 5.00
Exaction Payment Total:	<u>\$663,420.00</u>

Changes in total gross square footage for the building may occur as a result of ongoing design review.

Jobs Contribution Grant: In accordance with Section 26B-3 of the Boston Zoning Code, the Development Impact Project Agreement will also be executed by the Neighborhood Jobs Trust, or if such trust has not been established at the time of the execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. Pursuant to such Agreement, PPALP shall make a Jobs Contribution Grant to the Neighborhood Jobs Trust in two installments. The first installment shall be due upon the issuance of a building permit and the remaining installment shall be due on the anniversary of the first payment. The Grant shall approximate a total of \$132,684 based on the following calculations:

Gross Building Area of New Construction:	232,684 SF
Deduct Allowance:	<u>100,000</u>
	132,684
	x \$ <u>1.00</u>

Jobs Grant Total: \$132,684.00

Proposed Dimension of Structure: The Project shall not exceed 9 stories. The height of the Project (excluding roof structures not devoted to human occupancy and roof ornamentation) shall not exceed 100 feet measured from the grade of the ground floor. A schedule of Project areas is contained in Exhibit B-3 attached hereto.

Density: The Building lot size is 33,536 square feet, which includes both the existing structures to be retained and those to be demolished. Gross building area adjusted for zoning measurement purposes is 232,684 square feet. This yields a floor area ratio (FAR) of 6.94. Tables of Floor Area Ratio calculations for the Project are attached as Exhibit B-3.

Exterior Building Material: To be determined in connection with the preparation of Design Development Plans. Alternatives under consideration include pre-cast brick and other pre-cast materials, granite, simulated limestone and simulated brownstone.

Open Space and Landscaping: The sidewalks abutting the Project will be improved with brick pavers, light fixtures and trash receptacles. Although the Project fills the entire site leaving no open space, an atrium and several roofdecks will provide opportunities for planting on different levels.

Traffic Circulation: Immediate passenger vehicle access to the Project will be through a separate entrance for cars at the southern end of the Project on Lancaster Street, leading to a below-grade parking area. Truck access to the off-street loading bays will be directly adjacent to the passenger vehicle ramp. Pedestrian entrances to the Project will be located on Causeway Street and on Portland Street, via the 200 Portland

Street lobby. Additional entrances off Lancaster Street will be installed as needed by the retail merchants.

A preliminary transportation access plan has been prepared by Vanasse Hangen Brustlin, Inc. regarding impacts upon the City of Boston's transportation system generated by the Project in its vicinity. It should be noted that Vanasse Hangen's preliminary research indicates that the extent of such incremental impacts will be slight and will be further minimized by access management measures.

Parking and Loading Facilities: The project will provide 35 spaces of subsurface parking. Access to parking will be via a ramp off Lancaster Street at the southern end of the building. Two 25-foot wide loading docks will provide ground floor loading facilities off of Lancaster Street. The loading docks will be located directly north of the parking ramp.

Access to Public Transportation:

<u>Transportation</u>	<u>Station</u>	<u>Walking Time</u>
Commuter Rail	South Station	15 minutes
Commuter Rail	North Station	3 minutes
Red Line	Charles Street	7 minutes
Blue Line	Bowdoin Street	5 minutes
Orange Line	North Station	3 minutes
Green Line	North Station	3 minutes

Schematic Design Drawings: Schematic plans for the Project have been prepared by Bergmeyer and Associates, Inc.

Design Review: Design Development Plans and Final Working Plans and Specifications for the Project will be subject to continuing design review and final approval by the Authority and its Design Review Board, acting in its municipal capacity as the Planning Board of the City of Boston. The design review procedure shall be as specified in the Design Review Procedures promulgated by the Boston Redevelopment Authority in April, 1984. The design of the Project as approved by the Authority may be subject to minor modification as the result of continuing design review. Design Development Plans and Final Working Plans and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Development Impact Project Plan.

Zoning Variances and Conditional Use Permit: The Project is located in an M-4 Zoning District and a Restricted Parking District. The following variances and special permits under the City of Boston Zoning Code (as amended) are required for construction of the Project:

1. Floor Area Ratio: The Project will have an FAR of 6.94, which exceeds the permitted FAR of 4.0, under Section 15-1. A variance is, therefore, required.
2. Rear Yard: A variance will be needed as the rear yard of the Project is insufficient under Section 20-1.
3. Parapet Setback: The Project does not satisfy the requirements of Section 21-1 for parapet setbacks from lot lines. A variance to permit construction of the Project with the proposed setbacks is, therefore, required.
4. Off-Street Parking: Off-street parking is a conditional use within a restricted parking district. A below-grade parking facility with 35 parking spaces is proposed. A Conditional Use Permit for Use No. 72 (accessory off-street parking) is, therefore, required.
5. Off-Street Loading: Under Section 24-1, three bays measuring 10 feet wide, 25 feet long, and 14 feet high are required. Two bays of equal or greater dimensions will be provided. A variance is, therefore, required.
6. Retail Catering Establishment: The sale over the counter of food or drink prepared on-premises for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out, is a conditional use within a B district. In the area of the Project that is located in a B-1 District, the developer intends to have as a tenant, a retail catering establishment such as "Au Bon Pain". A Conditional Use Permit for Use No. 36A is, therefore, required.

Exhibit B-1

Location of Site



KEY

- 1 Portland Place
- 2 North Station
Boston Garden
- 3 GSA Building
- 4 State Service Center
- 5 Government Center
Parking Garage
- 6 101 Merrimac Street
- 7 MBTA Station

PORTLAND PLACE
DEVELOPMENT IMPACT PROJECT PLAN

Exhibit B-2

Proposed Uses

Use Items, Boston Zoning Code, Article 8.

Allowed Uses:

- #34 Retail Business.
- #36A Place for over-the-counter sale of on-premises
 prepared food or drink for off-premises
 consumption.
- #37 Place for sale, service, and consumption of food
 and beverages not providing dancing and/or
 entertainment.
- #39 Office of accountant, architect, attorney,
 dentist, physician or other professional person.
- #40 Real estate agency, insurance agency, or other
 agency office.
- #41 Office Building.
- #42 Office or display space of wholesale house.
- #43 Service retail (e.g., barber shop, beauty shop,
 laundry).
- #44 Tailor shop, laundry or dry-cleaning shop.

Conditional Uses:

- #72 Off-street parking as an accessory use to #34,
 #36A, #37, #39, #40, #41, #42, #43 and #44.

Other Uses: As permitted from time to time in a general
 business district.

PORTLAND PLACE
DEVELOPMENT IMPACT PROJECT PLAN

Exhibit B-3

FAR Calculations and Schedule of Project Areas

<u>Floor</u>	<u>New/1 Constr.</u>	<u>New/2 Constr.</u>	<u>New/3 Constr.</u>	<u>New/4 Constr.</u>	<u>Existing Prev. Rehabbed.</u>	<u>Total Gross Flr. Area(SF)</u>
9	10,283	3,080	1,575	1,500	--	13,358 SF
8	12,703	3,080	1,575	1,007	--	15,285 SF
7	13,231	3,080	1,408	910	--	15,549 SF
6	13,231	3,080	1,408	910	7,522	23,071 SF
5	12,779	3,080	1,744	910	15,820	31,253 SF
4	12,779	3,080	1,744	910	15,820	31,253 SF
3	14,793	3,080	--	910	15,583	31,286 SF
2	14,162	4,082	--	910	15,583	30,655 SF
1	12,258/5	341	--	--	16,716	28,974 SF
Basement	--	--	--	--	12,000	12,000 SF
TOTAL	116,219	25,983	9,454	7,967	99,044	232,684 SF

NOTE: Gross Floor Area for FAR purposes has been calculated exclusive of parking and loading areas, roof structures not devoted to human occupancy, and otherwise as defined in Section 2-1 (21) of the Boston Zoning Code.

Lot Size: The Site contains approximately 33,536 square feet of land broken into three lots for zoning purposes. This includes the land areas of the Pussycat Cinema, Geneva Auto Body, and the air rights to both 200 Portland Street and the Annex to 200 Portland Street.

Proposed FAR: As indicated on the Schedule of Floor Areas, the gross floor area for calculating the FAR of the Project, as planned, is 232,684 square feet.

The FAR of the Project is calculated thus:

$$\frac{232,684}{33,536} = 6.94$$

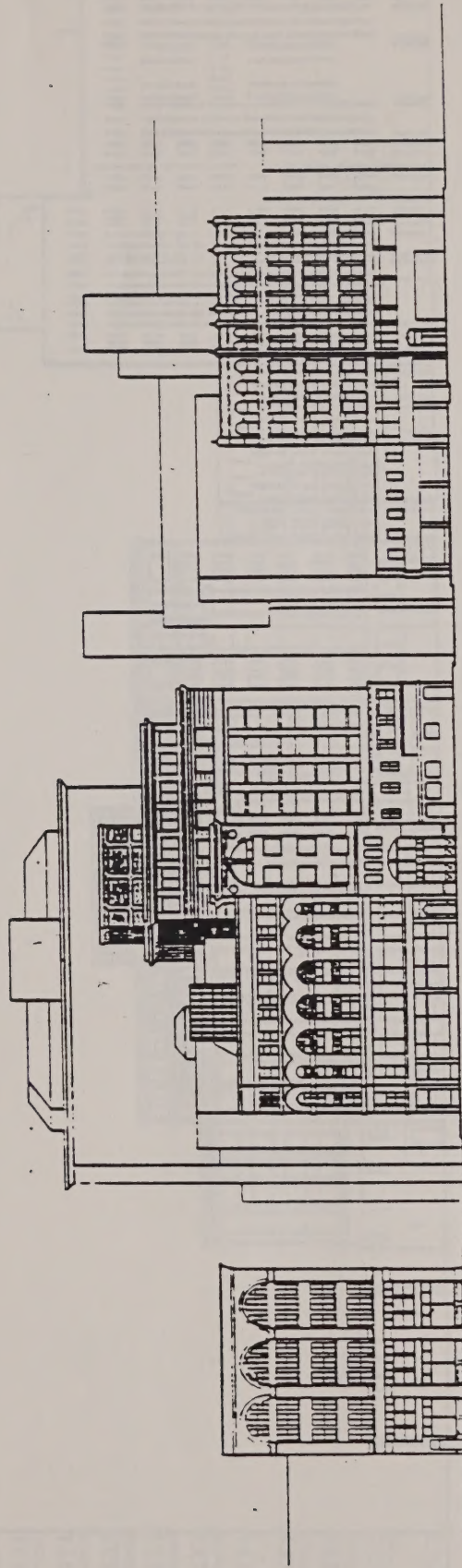
As the maximum allowable FAR is 4.0, variances from the Zoning Code will be required for each of the three zoning lots.

1. New Construction on land area of Pussycat Cinema and Geneva Auto Body
2. New Construction on land area of Geneva Auto Body (included in first column)
3. New Construction over 3 story Annex (Air Rights)
4. New Construction over existing 1, 5 and 6 story building
5. Includes 6,963 Sq. Ft. of Retail Space

PORTLAND PLACE
DEVELOPMENT IMPACT PROJECT PLAN

Exhibit B-4
Schematic Drawings (attached)





CAUSEWAY ST ELEVATION

PORTLAND PLACE

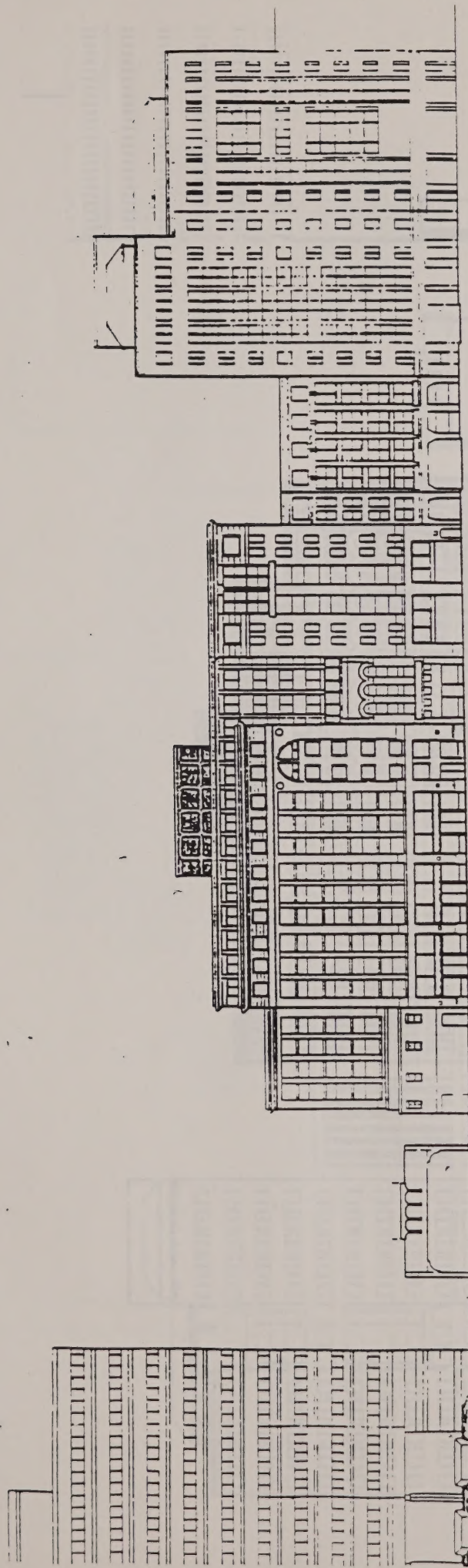
BOSTON MASSACHUSETTS

BULFINCH DEVELOPMENT CORPORATION

BERGMAYER ASSOCIATES INC ARCHITECTS

JUNE 1987

REVISED JULY 1987



LANCASTER ST. ELEVATION

PORTLAND PLACE

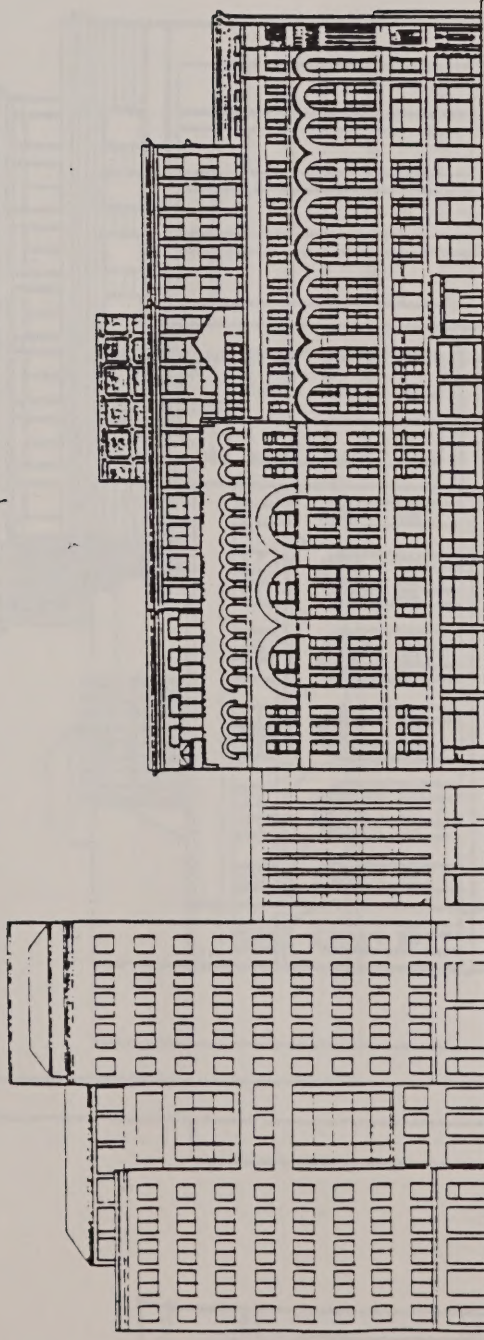
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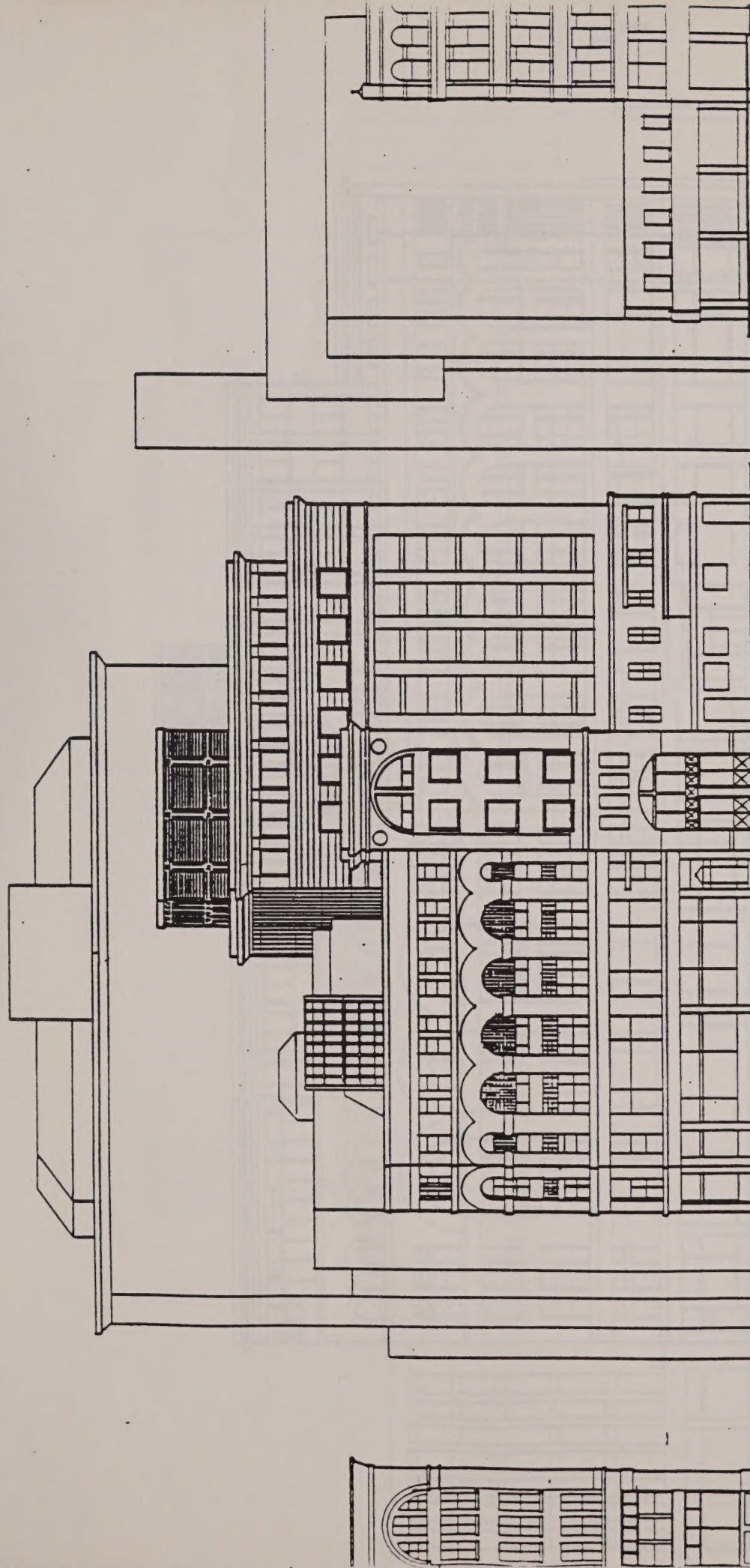
REVISED JULY 1987



PORTLAND ST ELEVATION

PORTLAND PLACE
BOSTON MASSACHUSETTS

BULFINCH DEVELOPMENT CORPORATION
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JUNE 1987
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PORTLAND ST.

CAUSEWAY ST. ELEVATION

EXISTING BLDG. * NEW CON'T.

LANCASTER ST.



PORTLAND PLACE

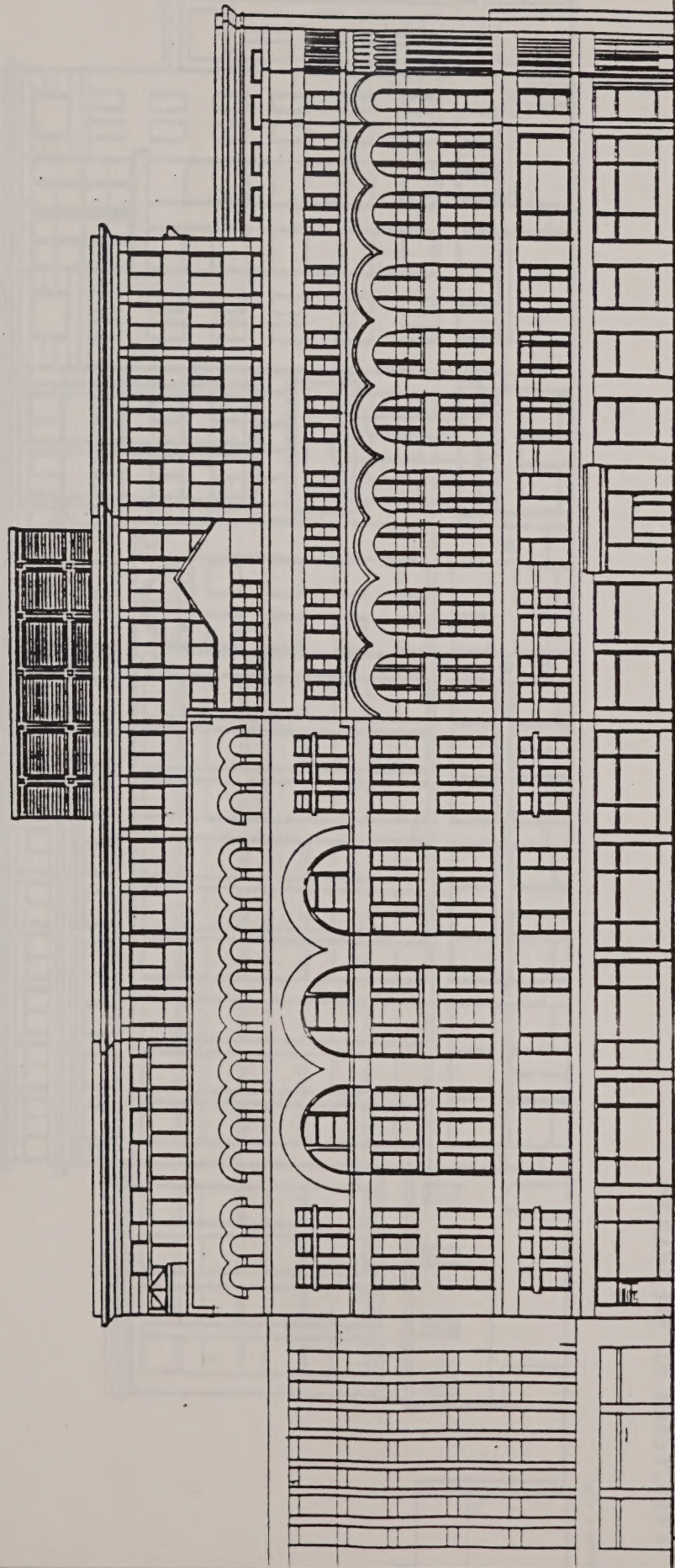
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JUNE 1987

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PORTLAND ST. ELEVATION

PORTLAND PLACE

BOSTON MASSACHUSETTS



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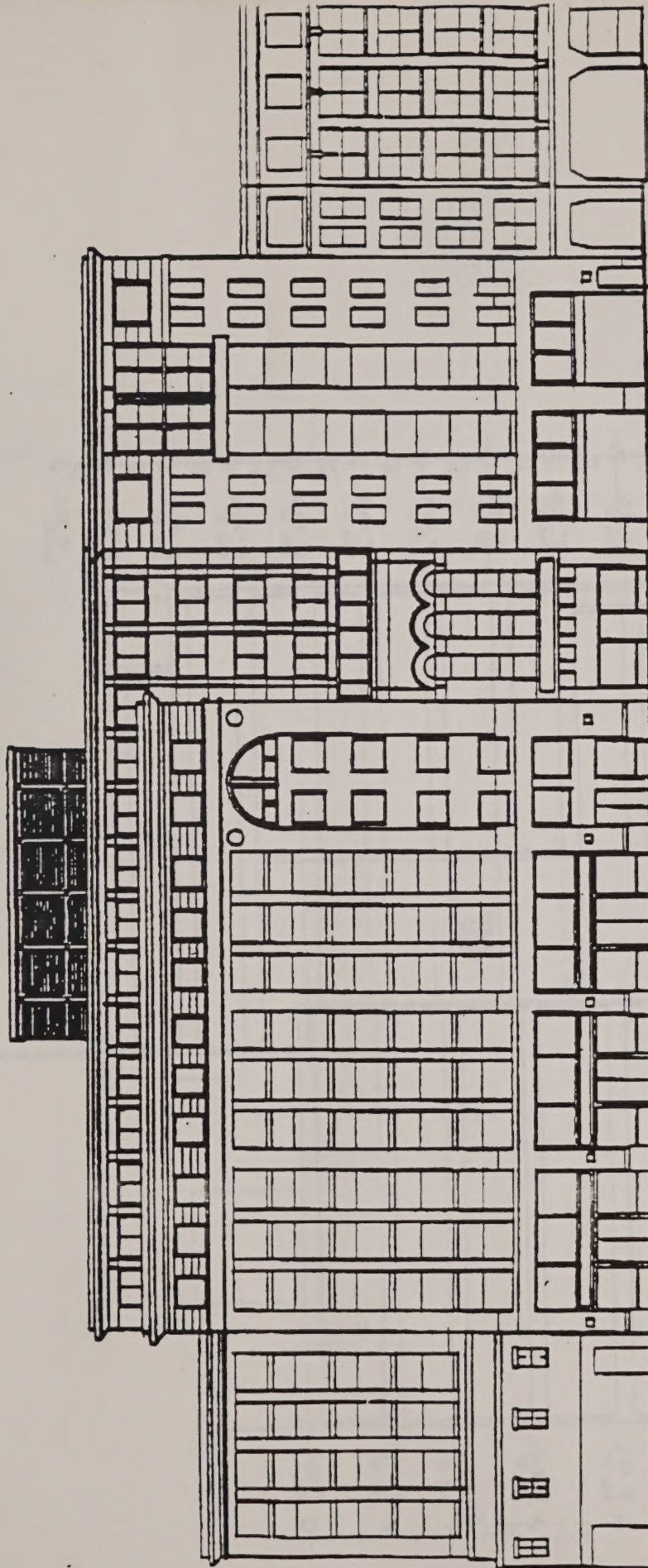
CAUSEWAY ST.

BULLFINCH DEVELOPMENT CORPORATION

BERGMAYER ASSOCIATES INC ARCHITECTS

JUNE 1987

REVISED MAY 1987



EWAY ST.

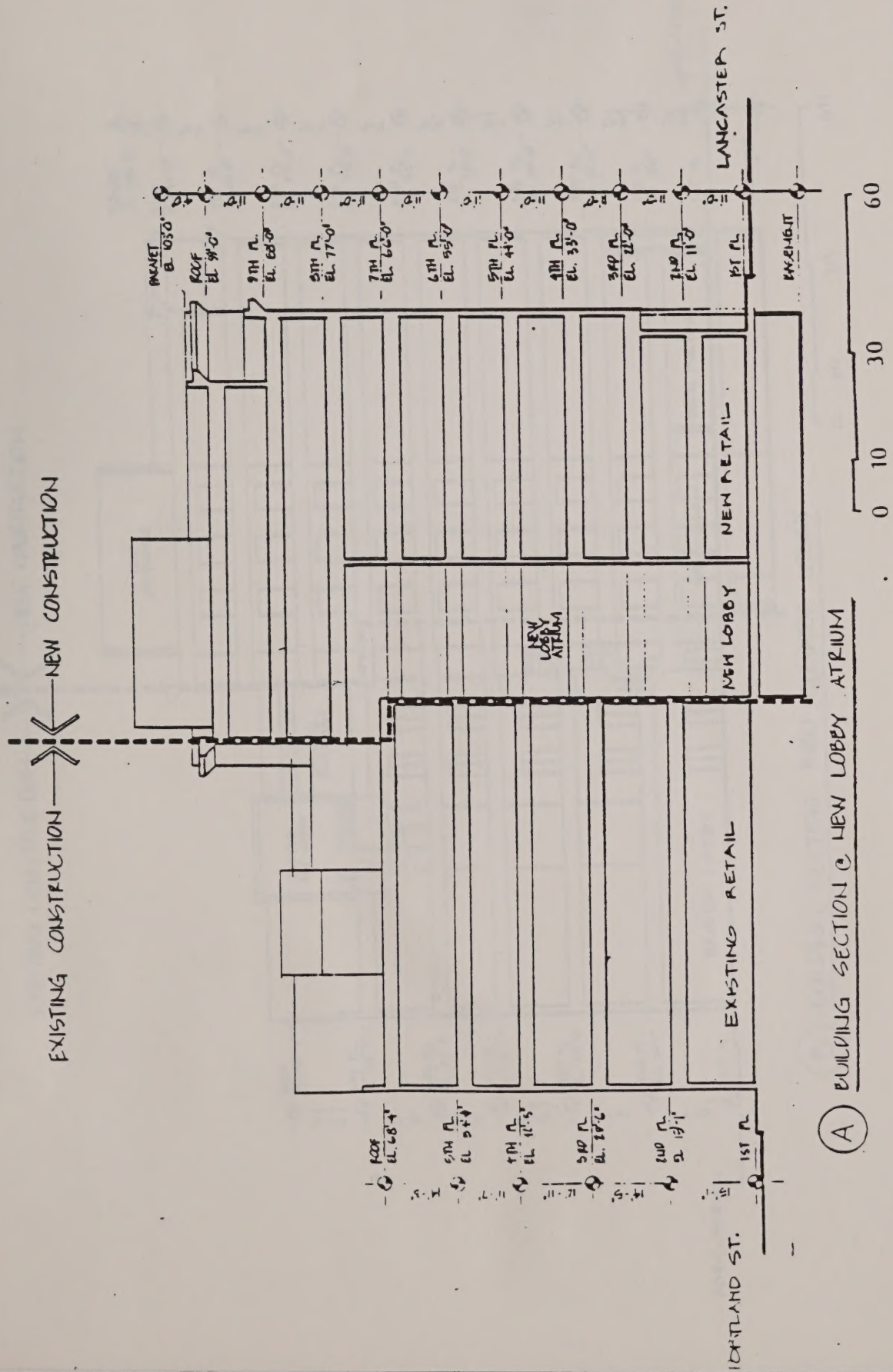
LANCASTER ST. ELEVATION

PORTLAND PLACE

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BENQ-ETER ASSOCIATES INC ARCHITECTS
JUNE 1989
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(A) BUILDING SECTION @ NEW LOBBY ATRIUM

PORTLAND PLACE

BOSTON MASSACHUSETTS

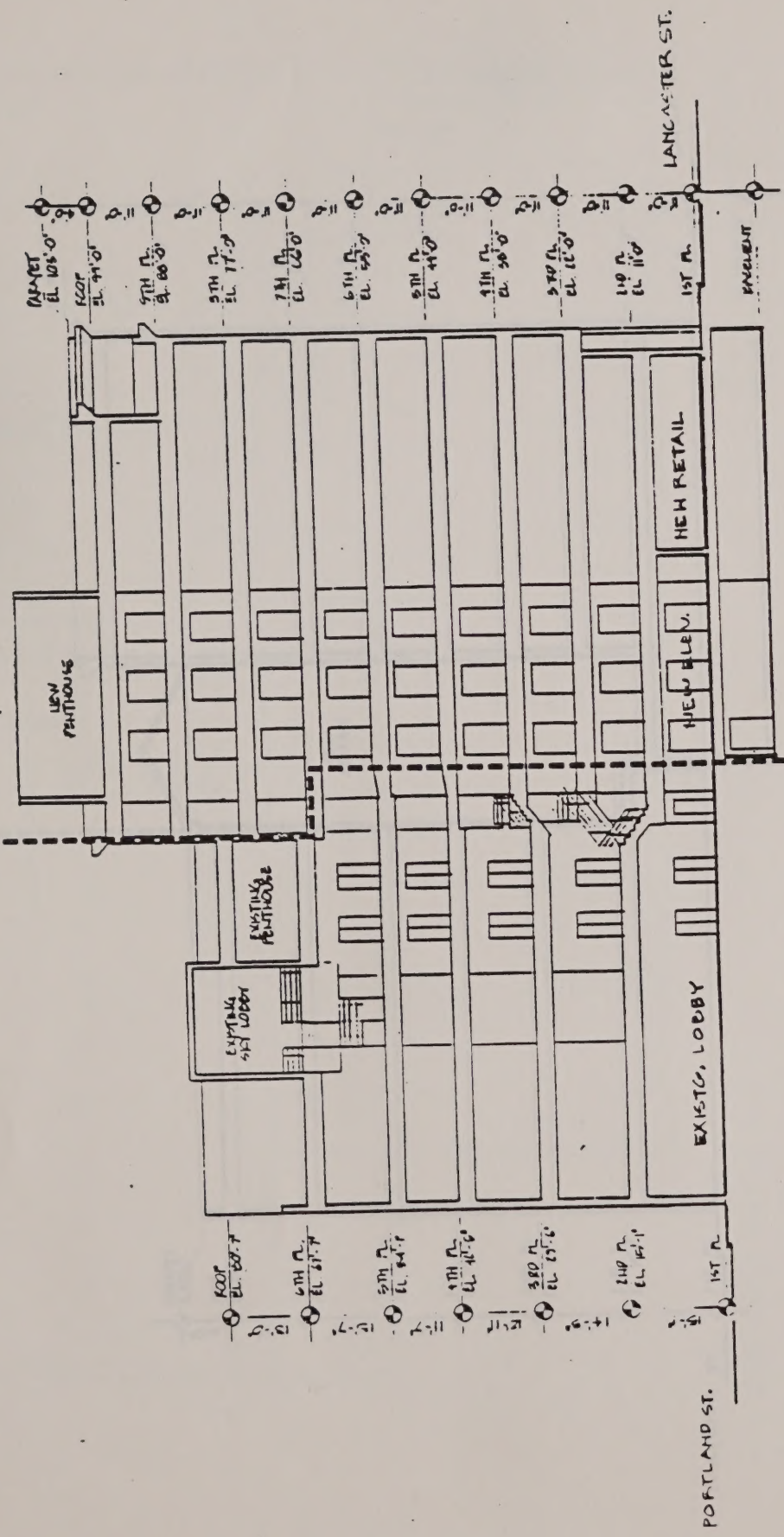
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BERGMAYER ASSOCIATES INC ARCHITECTS

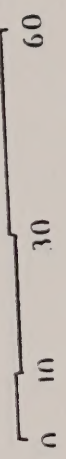
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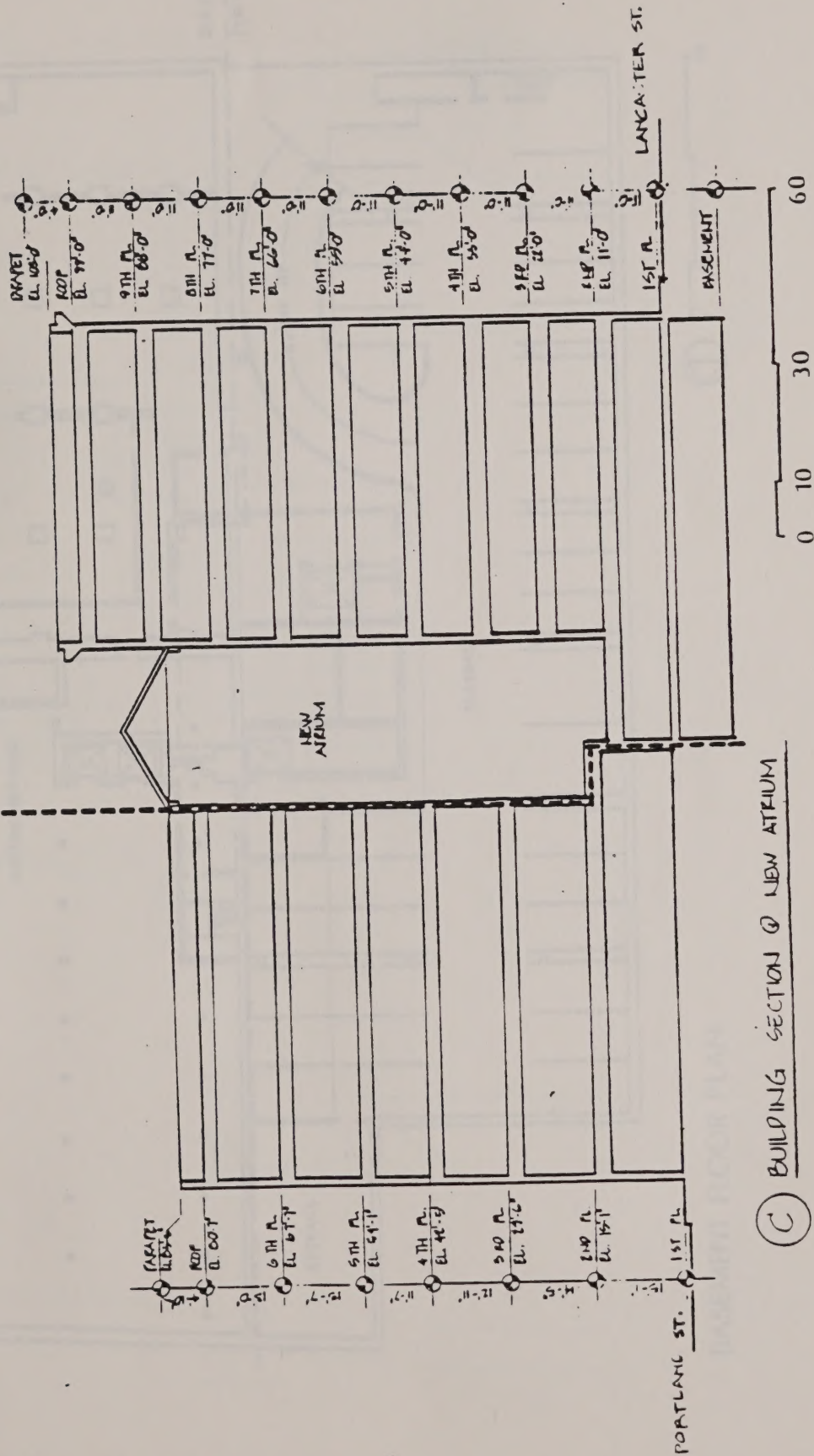
(B) BUILDING SECTION THRU ELEVATOR LOBBY



PORTLAND PLACE
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BULFINCH DEVELOPMENT CORPORATION
BERGMEYER ASSOCIATES INC ARCHITECTS
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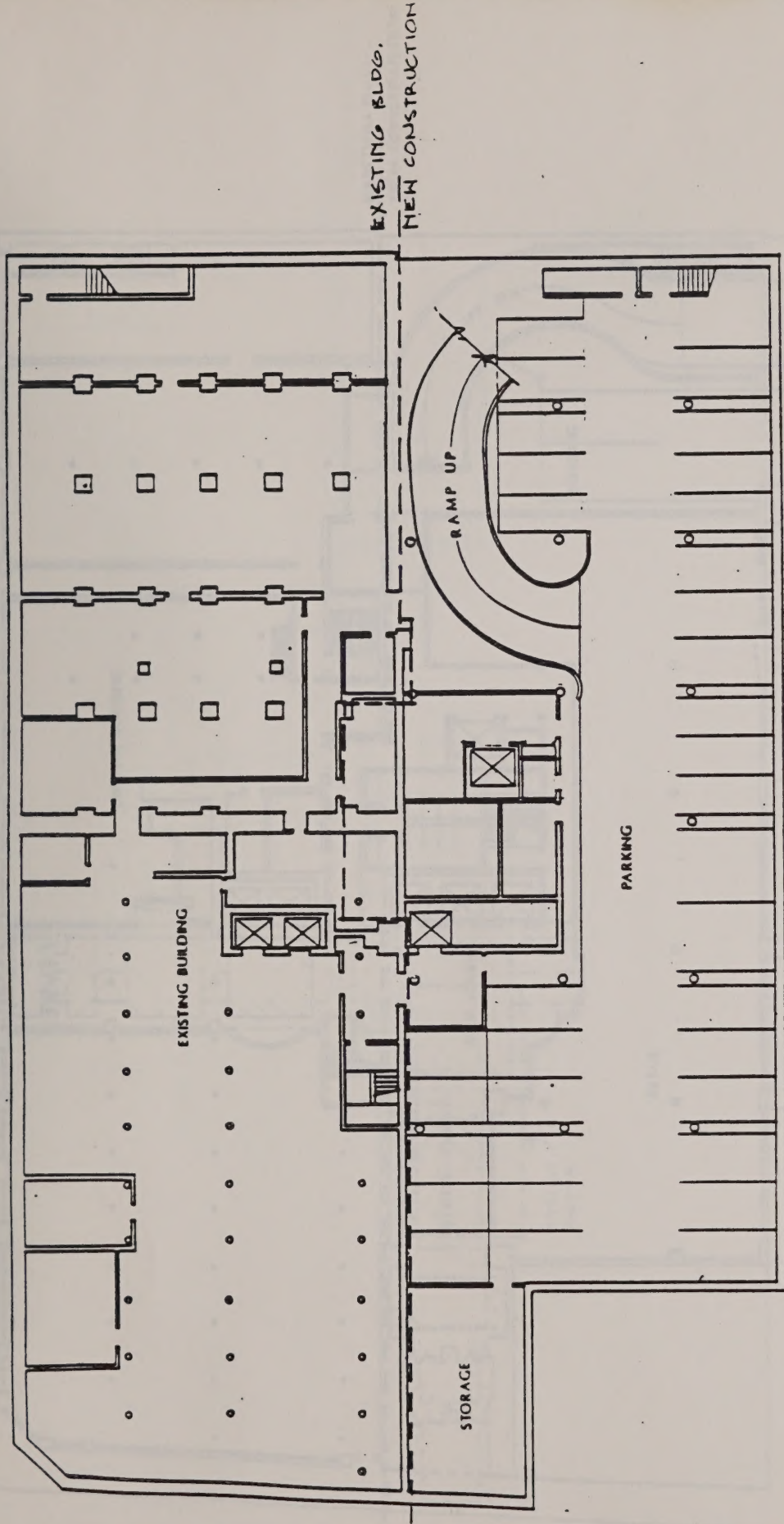
EXISTING CONSTRUCTION ——— NEW CONSTRUCTION



(C) BUILDING SECTION @ NEW ATRIUM

BULFINCH DEVELOPMENT CORPORATION
BERGMAYER ASSOCIATES INC. ARCHITECTS
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PORTLAND PLACE
BOSTON MASSACHUSETTS



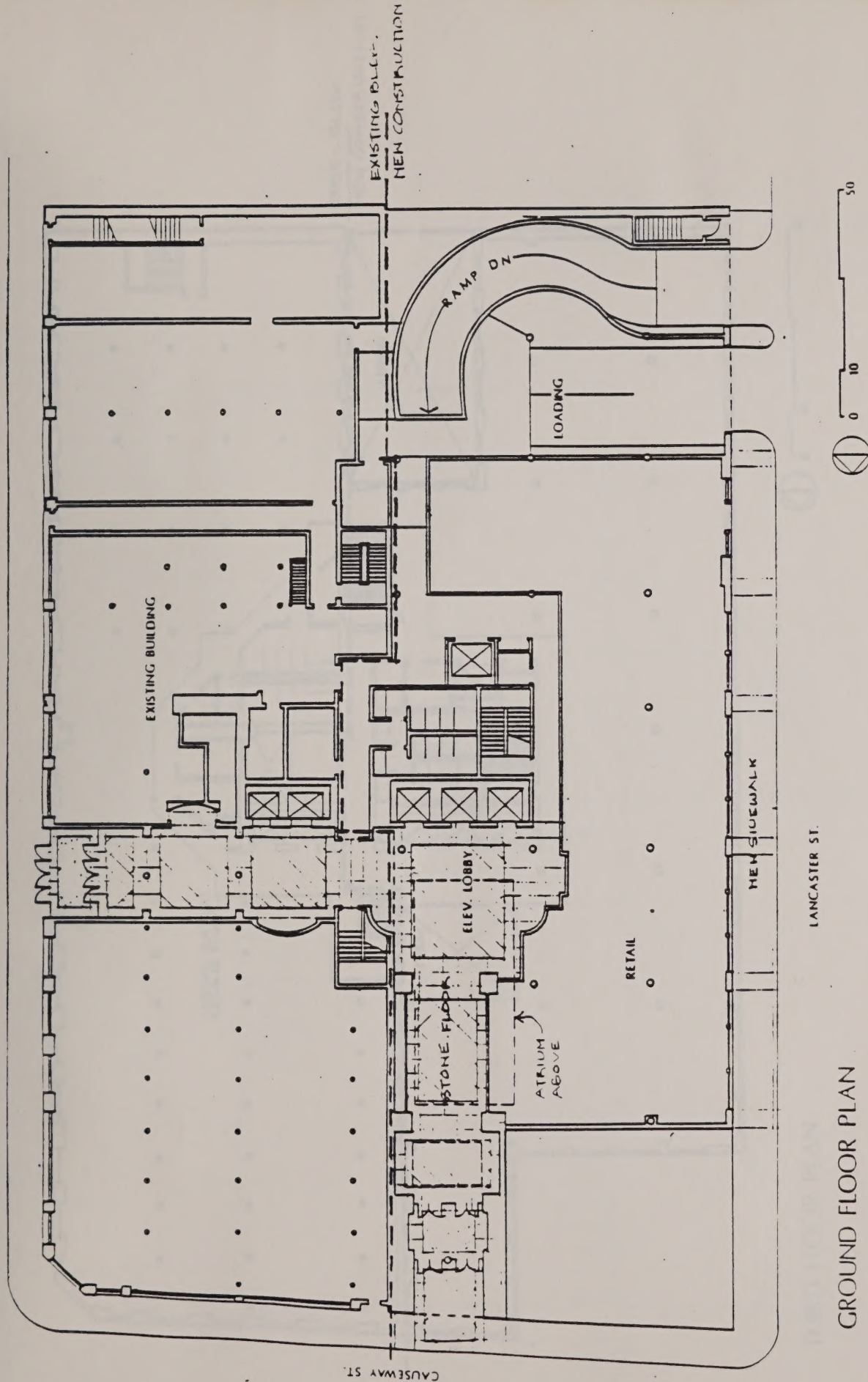
BASEMENT FLOOR PLAN

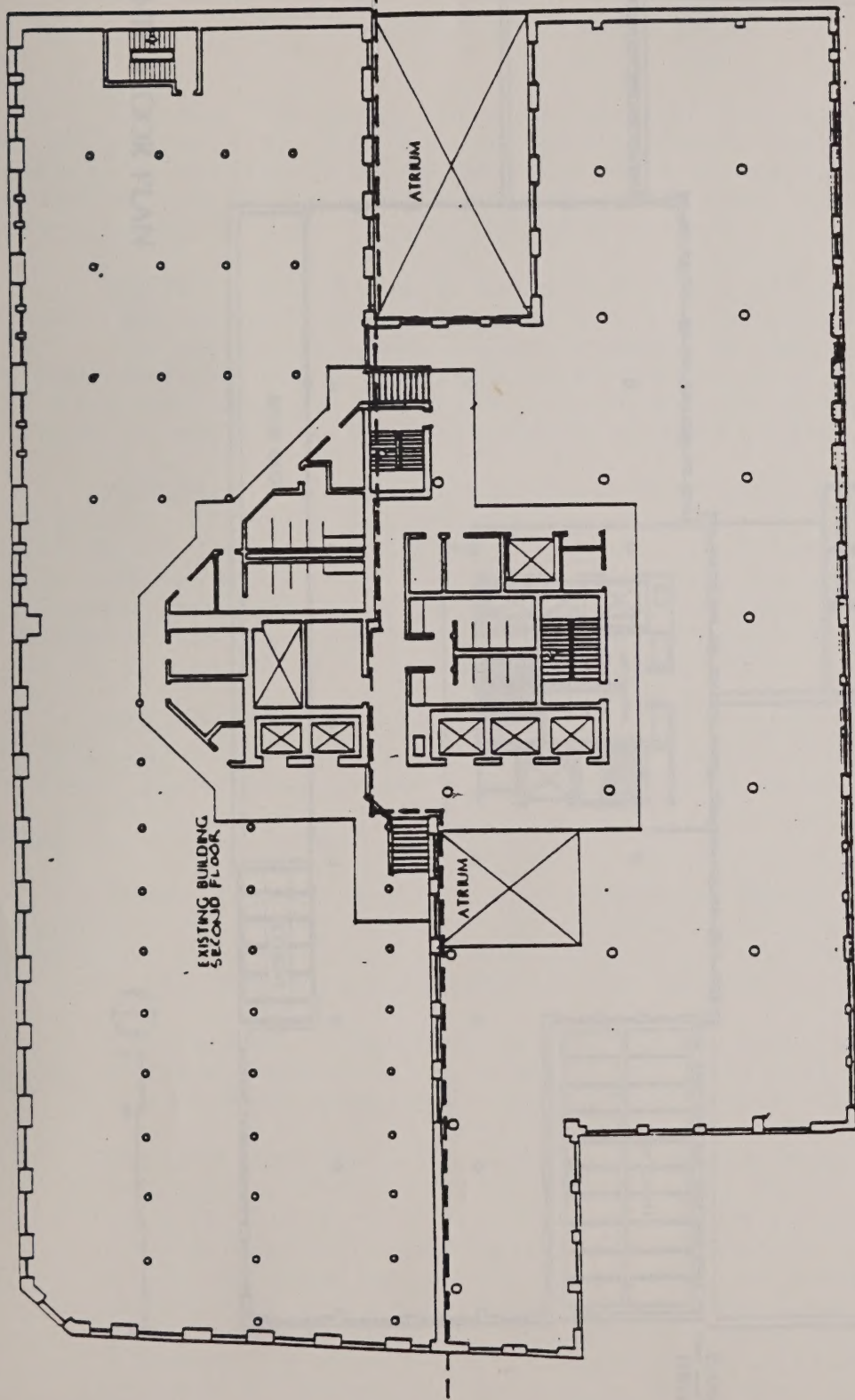
PORTLAND PLACE
BOSTON MASSACHUSETTS

BULFINCH DEVELOPMENT CORPORATION
BIRGMEYER ASSOCIATES INC ARCHITECTS
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PORTLAND PLACE BOSTON MASSACHUSETTS

BULFINCH DEVELOPMENT CORPORATION
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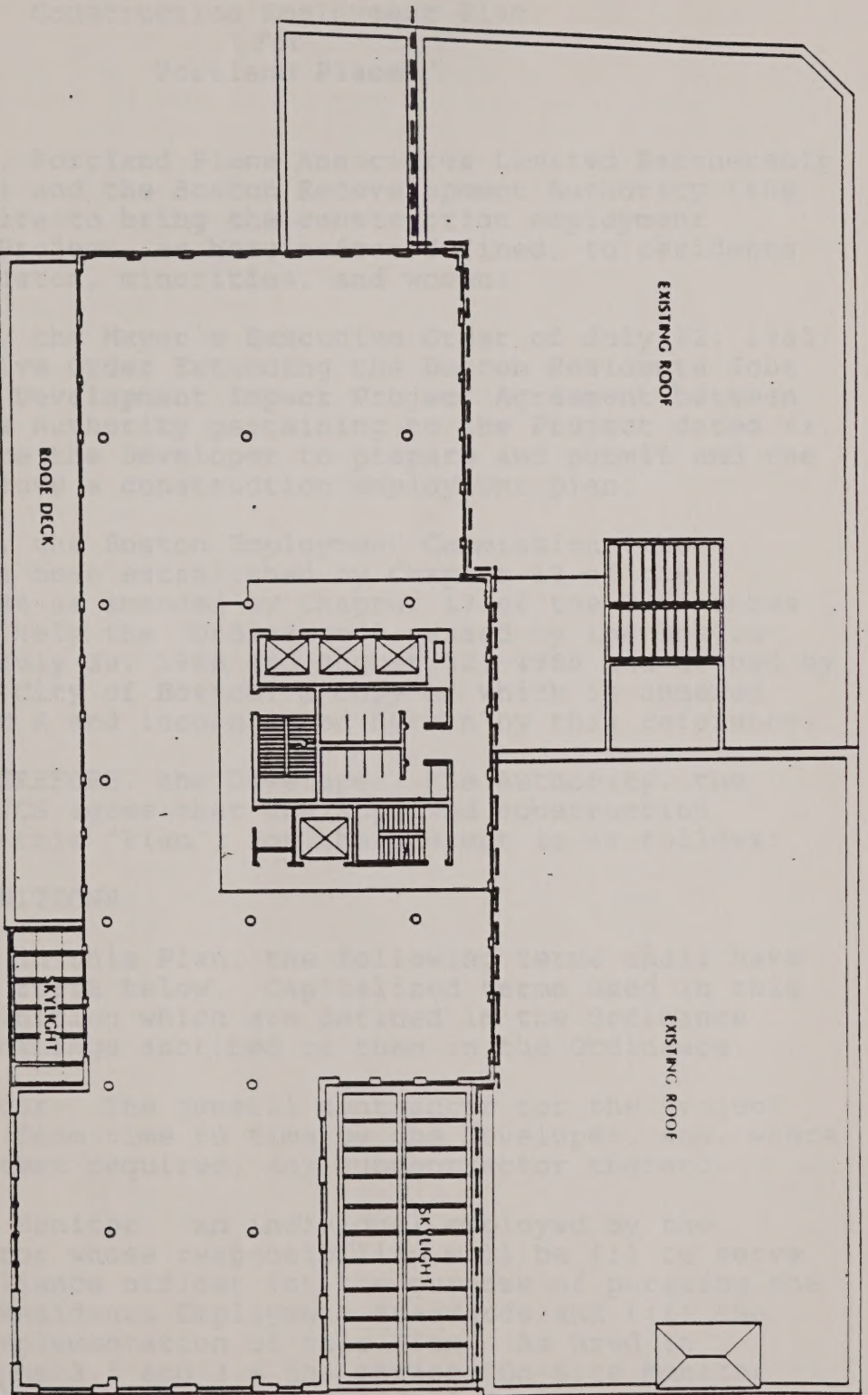




THIRD FLOOR PLAN

PORTLAND PLACE
BOSTON MASSACHUSETTS

BULFINCH DEVELOPMENT CORPORATION
BERGMAYER ASSOCIATES INC ARCHITECTS
JUNE 1987
REVISED JULY 1987



NINTH FLOOR PLAN

PORTLAND PLACE

BOSTON MASSACHUSETTS



BULFINCH DEVELOPMENT CORPORATION

BERGMAYER ASSOCIATES INC. ARCHITECTS

JUNE 1987
REVISED MAY 1987

EXHIBIT C

Boston Residents Construction Employment Plan For Portland Place

WHEREAS, Portland Place Associates Limited Partnership (the "Developer") and the Boston Redevelopment Authority (the "Authority") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement between Developer and the Authority pertaining to the Project dated <>, 1987, each require the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, the Boston Employment Commission (the "Commission") has been established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is annexed hereto as Exhibit A and incorporated herein by this reference;

NOW, THEREFORE, the Developer, the Authority, the Commission and OJCS agree that the approved construction employment plan (this "Plan") for the Project is as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

- 1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.
- 1.2 On-Site Monitor: an individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.

1.3 Developer's Compliance Officer: an individual employed by the Developer whose responsibility will be to act as developer's compliance officer for the purpose of (i) pursuing achievement of the Boston Residents Construction Employment Standards, (ii) overseeing the daily implementation of this Plan, and (iii) acting as the Developer's liaison with OJCS, the Commission and the Authority with respect to this Plan. In discharging the foregoing responsibilities, Developer's Compliance Officer shall report directly to Developer's General Partner.

1.4 Project: The construction of a nine-story new construction addition to an existing six-story rehabilitated office building with one level of basement parking and ground floor retail use containing approximately one hundred thirty-five thousand six hundred and fifty-three (135,653) square feet of gross floor area on a parcel of land bounded, respectively, by Portland Street, Causeway Street, and Lancaster Street.

Section II: GENERAL REQUIREMENTS

2.0 Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.

2.1 The Developer shall incorporate into its construction contract with Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.

2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS and the Authority as required herein or as requested from time to time by the Authority, OJCS or the Commission.

2.3 The Developer shall cause the Contractor to prepare and submit to OJCS a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall update such projection quarterly during the course of construction of the Project. Prior to commencing work on the Project,

each subcontractor shall also submit a projection of its work force needs.

- 2.4 The Commission shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:

(1) When the Project is 25, 50, 75 and 100 percent complete, or,

(2) Every three months from the date of commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.

- 2.5 The Developer shall maintain, and shall cause Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.

- 2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Contractor's compliance with this Plan and the Boston Residents Construction Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof to OJCS and to the Authority within ten (10) calendar days of such meetings. These minutes shall include a detailed description of the contents of any discussions concerning compliance.

- 2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards. The Developer shall also designate an individual to serve as Developer's Compliance Officer.

- 2.8 The Developer and Developer's Compliance Officer shall meet with the Commission at its request during the construction of the Project.

Section III: PROCEDURES

- 3.0 The Developer shall furnish to the Authority and to OJCS the name, title, business address and telephone

number of the persons designated as the On-Site Monitor and as Developer's Compliance Officer.

- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.
- 3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirements for construction workers over the course of construction of the Project.
- 3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.
- 3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.
- 3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred

by such person to OJCS. The On-Site Monitor shall forward in writing to OJCS, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made. The On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5, of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.

- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request, then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to OJCS. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.

- 3.7 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.
- 3.8 The Developer's Compliance Officer shall oversee the procedures set forth herein and shall ensure that the Contractor promptly submits any required documentation to OJCS.

SECTION IV: DETERMINATION OF COMPLIANCE

- 4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with the Boston Residents Construction Employment Standards, (ii) to comply with this Plan, or (iii) to use Best Efforts in attempting to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.
- 4.1 Until such time as the Certificate of Compliance referred to in paragraph 5.0 is issued for the Project, if there has been no determination of non-compliance by the Developer with respect to this Project, OJCS, the Authority and the Commission, agree to execute and deliver within ten business days of their receipt of Developer's written request therefor, a letter to Developer's mortgage lenders stating that there has been no determination of non-compliance by the Developer with respect to this Project.

SECTION V: SANCTIONS

- 5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to two-tenths of one percent (0.2%) of the total cost of construction as stated in the building permit application for the Project. Since the Ordinance only requires a deposit equal to 0.1% of the cost of construction, the parties acknowledge that the additional 0.1% is a voluntary

contribution by the Developer. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and Contractor have complied with this Plan or have satisfied any fines recommended by the Commission.

- 5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.
- 5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

SECTION VI: MISCELLANEOUS

- 6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Portland Place Associates Limited Partnership
c/o Bulfinch Development Corporation
105 Chauncy Street
Boston, Massachusetts 02141
Contact: J. Miller Blew, President

With a copy to Developer's Compliance Officer
when designated

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

With a copy to William D. Whitney, Acting
Assistant Director for Urban Design and
Development

Commission: Boston Employment Commission
15 Beacon Street
Boston, Massachusetts
Attention: Executive Director

OJCS: Mayor's Office of Jobs and
Community Services
15 Beacon Street
Boston, Massachusetts
Attention: Director

- 6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.
- 6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.
- 6.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules and regulations which may be adopted by the Commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules or regulations, shall govern.

IN WITNESS WHEREOF, the undersigned have caused this
Plan to be executed and delivered on this day of
1987.

PORTLAND PLACE ASSOCIATES
LIMITED PARTNERSHIP

By _____
J. Miller Blew,
General Partner

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By _____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By _____
Kristen McCormack,
Executive Director

MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

By _____
Kristen McCormack, Director

NOTICE OF AGREEMENT

EXHIBIT E

Transportation Impacts/Access Plan

For a detailed analysis of transportation impacts, please refer to Exhibit E-1, Preliminary Transportation Impact Report, dated May 1987, by Vanasse Hangen Brustlin Inc.

Parking:

35 basement level parking spaces will be provided at Portland Place. These will be available to tenants of the building only. As there are no parking spaces on the site currently, there will be no reduction in parking. As it is anticipated that the majority of the tenants for Portland Place will use public transportation, there will be a relatively small impact on demand for parking. The 35 spaces proposed will provide for approximately 25% of the parking demand created by Portland Place, with the balance of the parking being provided by several nearby public garages and surface parking lots.

For a full parking plan, including layout, access, and size of spaces, please refer to architectural drawings.

Loading:

There will be two loading docks provided at Portland Place. They will be located immediately off of Lancaster Street, and have a total dimension of 25 feet x 60 feet.

Access:

Portland Place is bounded on three of its four sides by public streets: Portland Street on the East, Causeway Street on the North, and Lancaster Street on the West. Access to the loading docks and to the basement parking area is from Lancaster Street.

No access or sidewalk changes will be required by Portland Place. A curb cut will be required on Lancaster Street where access to the basement parking and loading docks occurs. As an amenity, there will be a new brick sidewalk build on Lancaster Street.

Access Plan:

The project developer plans to utilize a number of measures to optimize the use of the thirty-five parking spaces that will be provided at Portland Place. The proposed monthly rent per parking space is currently \$200.00. However, the project developer will encourage tenants to utilize ride sharing and car pooling as a means to reduce the number of cars coming to Portland Place. This may be accomplished by a partial subsidy of the monthly parking fee.

The project developers will also encourage tenants to set up van pools. Special parking spaces will be provided for such vehicles.

Finally, the project developer will encourage tenants to stagger working hours in order that commuters avoid rush hour traffic with the provision of parking spaces reserved for such later arrivals.

PRELIMINARY TRANSPORTATION

Because of its close proximity to North Station, it is anticipated that the overwhelming majority of workers at Portland Place will use public transportation in order to get to work. At North Station, there are both commuter rail facilities and rapid transit facilities. However, to further encourage the use of public transportation, management of Portland Place will have available MBTA passes and transit information. Management will also encourage its tenants to provide subsidies of MBTA passes.

In order to try to reduce congestion at peak rush hours, the developer will encourage tenants to have flexible work hours. Management will also restrict service vehicles and the delivery of goods to off peak hours.

As to the mitigation of traffic during construction, all deliveries of goods and materials will be restricted to off peak hours. Storage of all materials and equipment will be on the site, and not on the street. Finally, construction workers will not be permitted to park on the street but will be encouraged to use public transportation or use one of the nearby public parking facilities.

PRELIMINARY TRANSPORTATION IMPACT REPORT

This preliminary transportation impact report has been prepared as part of the City's zoning approval process to identify the magnitude of project transportation impacts and to help guide the development of the scope of services for the required Transportation Impact Study.

The Portland City Center project, located at the intersection of 1000 Broadway and 1000 1st Avenue, is a 10-story office building. The project is located in the heart of the city, near the downtown core. The project is a 10-story office building. The project is a 10-story office building. The project is a 10-story office building.

Portland Place

Between 7:00 AM and 9:00 AM, 100 vehicles were observed at the building, along with 100 vehicles. All of these were employee trips. The 10 peak hour occurred from 7:00 AM to 9:00 AM when 100 vehicles entered and 100 left the building. The 10 peak hour occurred from 7:00 AM to 9:00 AM when 100 vehicles entered and 100 left the building.

May, 1987

Vanasse Hangen Brustlin, Inc.

about 100 vehicles were observed at the building, along with 100 vehicles. All of these were employee trips. The 10 peak hour occurred from 7:00 AM to 9:00 AM when 100 vehicles entered and 100 left the building. The 10 peak hour occurred from 7:00 AM to 9:00 AM when 100 vehicles entered and 100 left the building.

Interpolating these travel characteristics to the proposed new entry would result in 10 and 10 peak hour vehicle trips in and out of the building. The largest component of the public transportation impact will be transit trips, including 10 and 10 peak hour trips in and out of the building.

Using the vehicle and transit trip distributions by community reported in the survey indicates that project impacts on the transit system will be well under one-half of one percent increase in ridership on any rapid transit line during the 10 peak hour. During this same time period, new vehicle trips added by the project to the nearby intersection of Broadway Street/Market Street/Lawrence St. will have no impact in terms of level of service and a negligible impact on terms of delay.

It has therefore been concluded that the Portland Place project will not have any appreciable impact on existing transportation services.

EXECUTIVE SUMMARY

This preliminary transportation impact report has been prepared as part of the City's zoning approval process to identify the magnitude of project transportation impacts so as to help guide the definition of the scope of services for the required Transportation Access Plan.

The Portland Place project includes the addition of 137,262 usable square feet of office space and 8,947 square feet of retail space to the existing 71,784 usable square feet of office space in the newly-renovated 200 Portland Street building. Travel demand characteristics of the existing users of 200 Portland Street were obtained through employee and visitor surveys administered during the week of April 6, 1987.

Between 7 AM and 7 PM, 584 inbound person trips were made to the building, along with 592 outbound person trips. All of these were employee trips except for 75 visitor trips. The AM peak hour occurred from 8:15 to 9:15 AM when 135 persons entered and 12 left the building. The PM peak hour occurred from 4:30 to 5:30 when 12 persons entered and 141 left.

About 69% of employees and 8% of visitors used some form of public transportation. Only 28% of employees and 63% of visitors arrived in a vehicle. The rest were primarily walk trips. Vehicle occupancy rates were 1.62 for employees and 1.13 for visitors.

Extrapolating these travel characteristics to the proposed new space would result in 58 new PM peak hour vehicle trips (6 in and 52 out) and 188 new PM peak hour public transportation trips (11 in and 177 out). The largest component of the public transportation total will use rapid transit, including 6 inbound and 89 outbound trips in the PM peak hour.

Using the vehicle and transit trip distributions by community reported in the surveys indicates that project impacts on the rapid transit system will be well under one-half of one percent increase in ridership on any rapid transit line during the PM peak hour. During this same time period, new vehicle trips added by the project to the nearby intersection of Causeway Street/Staniford Street/Lomasney Way will have no impact in terms of level of service and a negligible impact in terms of delay.

It can therefore be concluded that the Portland Place project will not have any appreciable impact on existing transportation services.

INTRODUCTION

As part of the City of Boston's proposed zoning approval process a Transportation Impact and Access Plan is required for commercial office developments exceeding 100,000 square feet. This plan is to consist of three major elements: Traffic Management; Parking Management; and Construction Management. In each element, mitigation measures are required to minimize any potential adverse harm resulting from project completion.

It is the purpose of this preliminary report to provide the Boston Redevelopment Authority and City of Boston Transportation Department with some key findings relative to the Traffic Management Plan for Portland Place. It is not the intent of this report to fulfill the complete requirements of the "Access Plan", but we believe the results of the analysis contained herein can be used to refine the suggested scope of services for the eventual Access Plan Report.

PROJECT PROPOSAL

Bulfinch Development is proposing to construct an addition to a rehabilitated office located at Portland Place - the southwest quadrant of the intersection of Causeway Street and Portland Street in the City of Boston North Station area. The addition is to consist of 137,262 usable square feet of office space and 8,947 square feet of retail space being constructed adjacent to a 71,784 usable square feet rehabilitated office structure. In addition to the office space the existing space is also occupied by a branch bank and travel agency. Some vacant retail space in the building is available for lease. The additional space is expected to be ready for occupancy in 1988.

The project site as shown in Figure 1 is in an extremely accessible location for transit users. Accordingly only a minimal amount of on-site parking is being provided with 46 spaces. Ingress/egress to the parking occurs from Lancaster Street only.

EXISTING CONDITIONS

Public transportation within 800 feet walking distance to the proposed project consists of: the North Station Commuter Rail Station offering train service to North Shore and Western suburban communities; the Orange line North Station stop and the Green line North Station stop. Through the Green line, access to the Red line is provided via a transfer at Park Street Station. Express bus service to the North Shore is available at the Government Center garage.



Vanasse Hangen Brustlin, Inc.
Consulting Engineers & Planners
60 Birmingham Parkway Boston, MA 02135

0 1000 2000
SCALE IN FEET

Site
Location Map

 Fig. 1

Major arteries providing vehicular access to the site consist of I-93 and Route 1/Central Artery with nearby ramp interchanges at Causeway Street and Haymarket Square; and Storrow Drive, Memorial Drive and O'Brien Highway all converging at Leverett Circle. Local streets providing direct site access include Causeway Street, Portland Street, Merrimac Street, Staniford Street and Lomasney Way.

The significant off-street parking facilities available within 1,500' walking distance of the site include the surface parking area north of Boston Garden, the Government Center Garage and the West End project garages.

The site is today occupied by a rehabilitated commercial building consisting of 99,688 usable square feet. Immediately adjacent to the site is various commercial activity including a theater and restaurant which are to be replaced by the proposed office building. Office space in the existing commercial space is currently leased to three tenants who occupy 71,784 square feet of office space with approximately 284 employees. On April 9, 1987, a survey of visitors and users of this office space was conducted to determine travel demand characteristics of the existing office activity. The demand characteristics were then applied to the proposed expansion to predict future levels of travel demand.

PROJECTED TRAVEL DEMAND FORECASTS

Based upon the field interviews of visitors arriving at 200 Portland Street as well as questionnaires (see Appendix for questionnaires used) distributed to all persons employed in the existing office space, a basic set of travel demand characteristics for office use were obtained, including: trip generation rates - daily and peak hour; mode use; car occupancy; and place of trip origin. The following tables summarize pertinent data calculated from the actual field observations. Additional survey results are tabulated in the Appendix. Results have been presented in detail for the PM peak hour condition since this represents the highest travel demand period. It should be noted that generation rates have been developed for usable square feet rather than the more typical correlation with rentable square feet. Accordingly direct comparisons with other reports and data bases should be viewed with caution.

EMPLOYEE AND VISITOR PERSON TRIP GENERATION RATES (Trips per 1000 Square Feet Usable Space)

	<u>AM PEAK HOUR</u>		<u>PM PEAK HOUR</u>		
	DAILY	TOTAL	EMPLOYEE	VISITOR	TOTAL
IN	8.19	1.88	0.11	0.06	0.17
OUT	8.19	0.17	1.85	0.11	1.96
TOTAL	16.38	2.05	1.96	0.17	2.13

MODE USE PERCENTAGES

	<u>EMPLOYEE WORK TRIPS</u>	<u>VISITOR TRIPS</u>
Transit Total	69.3	8.0
Transit Submode		
Bus	14.4	0.0
Rapid Transit	34.5	5.3
Commuter Rail	19.4	2.7
Water	1.0	0.0
Auto	27.5	62.7
Walk/Bicycle	<u>3.2</u>	<u>29.3</u>
Total	100.0	100.0

CAR OCCUPANCY FACTORS

Employee Work Trips	1.62
Visitor Trips	1.13

The following tables present the travel demands observed at the existing building, net new trips generated from adding 137,262 usable square feet of new office construction and total trips estimated for the completed project. Existing trips are based on of the occupied space of 71,784 square feet.

PM PEAK HOUR PERSON TRIPS BY MODE

	<u>Existing Office Space</u>			<u>Proposed Office Space</u>			<u>Total Project Office Trips</u>		
	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>
AUTO	5	43	48	9	80	89	14	123	137
TRANSIT	6	92	98	11	177	188	17	269	286
WALK	<u>1</u>	<u>6</u>	<u>7</u>	<u>3</u>	<u>12</u>	<u>15</u>	<u>4</u>	<u>18</u>	<u>22</u>
TOTAL	12	141	153	23	269	292	35	410	445

PM PEAK HOUR TRANSIT SUBMODE PERSON TRIPS

	<u>Existing</u>			<u>Proposed</u>			<u>Total Project</u>		
	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>
BUS	1	19	20	2	37	39	3	56	59
RAPID TRANSIT	3	46	49	6	89	95	9	135	144
COMMUTER RAIL	2	26	28	3	49	52	5	75	80
FERRY	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>3</u>	<u>3</u>
<u>TOTAL</u>	<u>6</u>	<u>92</u>	<u>98</u>	<u>11</u>	<u>177</u>	<u>188</u>	<u>17</u>	<u>269</u>	<u>286</u>

PM PEAK HOUR VEHICLE TRIPS

	<u>EXISTING</u>			<u>PROPOSED</u>			<u>TOTAL</u>		
	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>
TOTAL	3	27	30	6	52	58	9	79	88

Trip Distribution

Vehicle trip distribution to and from the proposed development has been estimated on the basis of the building survey conducted as part of this effort. The results of this survey are summarized in the following table.

VEHICLE TRIP DISTRIBUTION,

Route 3/South	42%
Mass TPK - West	8%
I-93 North	15%
Route 1 North	10%
Storrow Drive & Route 2 North West	<u>25%</u>
TOTAL	100%

Transit riders on the MBTA transit system can be expected to follow the distribution shown in the following table. This data has been obtained from the building survey as well and is presented only for the rapid transit system since it carries the highest portion of expected project generated transit users.

RAPID TRANSIT
TRIP DISTRIBUTION

<u>Line/Direction</u>	<u>Percent</u>
Red/North	7%
Red/South	33%
Blue/North	18%
Orange/North	10%
Orange/South	7%
Green/West	<u>25%</u>
TOTAL	100%

Project Impacts

A preliminary analysis of project impacts was based upon adding PM peak hour project generated trips to the intersection of Staniford/Causeway/Lomasney/Merrimac Streets and adding rapid transit trips to the rapid transit system. In both cases the additional project trips were added to existing volumes which have not been increased due to background growth. Given the proponents' stated objectives of opening the Portland Place Project in 1988, it is doubtful if additional significant travel demands will occur which would render the analysis results inaccurate.

The project addition is expected to add 89 new PM peak hour outbound trips to the rapid transit system. These have been distributed to the system in the following table and compared with existing planning capacity.

PM PEAK HOUR OUTBOUND TRIPS

<u>LINE</u>	<u>EXISTING RIDERSHIP</u>	<u>PROJECT RIDERSHIP</u>	<u>% INCREASE IN RIDERSHIP</u>	<u>EXISTING CAPACITY</u>
Red Line/North	7,140	6	0.1%	10,800
Red Line/South	11,190	30	0.3%	11,520
Green Line/West	10,000	22	0.2%	7,500
Orange Line/North	10,270	9	0.1%	9,300
Orange Line/South	7,080	6	0.1%	9,300
Blue Line/North	6,120	<u>16</u>	0.3%	6,120

As is shown in the table, the increase in ridership on each of the rapid transit lines as a result of the project is less than one half of one percent. None of the Rapid Transit line capacities will be stressed by the construction of this project.

During the afternoon peak hour the additional project is expected to add 62 vehicular trips to the existing roadway network. These trips have been assigned to the street system in accordance with the geographic distribution shown earlier. In the following table the expected increase in vehicles on a corridor basis is provided.

NEW PROJECT TRIP DISTRIBUTION
PM PEAK HOUR

CORRIDOR	OUT	IN	TOTAL
Route 1 North	5	1	6
Route 93 North	8	1	9
Route 2, 28, Storrow	13	2	15
Mass Pike	4	0	4
Route 3 South	<u>22</u>	<u>2</u>	<u>24</u>
	52	6	58

Based on this corridor distribution 21 outbound vehicle trips have been added to the Causeway Street approach to the Staniford/Merrimac Street intersection. These include all the trips to I-93 and Route 2/28/Storrow.

A PM peak hour capacity analysis of the intersection was completed with existing volumes and with the proposed project completed. As can be seen in the following table the results of adding project traffic to the intersection does not change level of service and has a negligible impact on delay.

PM PEAK HOUR LEVEL OF SERVICE BY APPROACH

CAUSEWAY/LOMASNEY/STANIFORD INTERSECTION

<u>INTERSECTION APPROACH</u>	<u>EXISTING</u>		<u>BUILD</u>	
	<u>DELAY</u>	<u>LOS</u>	<u>DELAY</u>	<u>LOS</u>
CAUSEWAY STREET	4.4	A	4.5	A
LOMASNEY WAY	15.7	C	15.7	C
STANIFORD STREET	>60.0	F	>60.0	F

Conclusion:

The addition of Portland Place creates no appreciable net impact on existing transportation services.

PORTLAND PLACE EMPLOYEE TRANSPORTATION SURVEY

This transportation survey is being conducted by Jeanne Hagen, Surveying, Inc. for Sullivan Development Corporation, developers of Portland Place. Please take a moment to complete this survey and return it to the person designated to collect the responses.

Thank you for your assistance.

ALL RESPONSES ARE CONFIDENTIAL.

1.1 What was your PRIMARY means of arrival (the longest part of your trip) into DOWNTOWN today?

CHOOSE ONLY ONE:

☐ Car, motorcycle or truck

☐ Riverboat Ferry

☐ Vanpool

☐ Taxi

☐ Bus

☐ Open or shared car

☐ Subway/rolley

☐ Walk

☐ Commuter rail

APPENDIX

2.1 What community do you commute from? _____

3.1 What is the zip code where your trip started? _____

4.1 If you arrived by car, van, taxi or truck, how many people, including yourself and the DRIVER, were in that vehicle?

☐ One

☐ Two

☐ Three

☐ Four

☐ Other

How many? _____

5.1 If you arrived by car, van or truck, where was it parked?

☐ On the street in the North Harbor Area
Which street? _____

☐ In a lot or garage in the North Harbor Area
Which lot/garage? _____

☐ Outside the North Harbor Area
Please specify location? _____

6.1 How many vehicles per week do you usually commute to this building?

☐ One

☐ Two

☐ Three

☐ Four

☐ Five

PORTLAND PLACE EMPLOYEE TRANSPORTATION SURVEY

This transportation survey is being conducted by Vanasse Hangen Brustlin, Inc. for Bullfinch Development Corporation, developers of Portland Place. Please take a moment to complete this survey and return it to the person designated to collect the responses.

Thank you for your assistance.

ALL RESPONSES ARE CONFIDENTIAL.

- 1.) What was your PRIMARY means of arrival (the longest part of your trip) into DOWNTOWN today?

CHECK ONLY ONE:

- | | |
|---|---|
| ☐ Car, motorcycle or truck | ☐ Commuter ferry |
| ☐ Vanpool | ☐ Taxi |
| ☐ Bus | ☐ Moped or bicycle |
| ☐ Subway/trolley | ☐ Walk |
| ☐ Commuter rail | |

- 2.) What community do you commute from? _____

- 3.) What is the zip code where your trip started? _____

- 4.) If you arrived by car, van, taxi or truck, how many people, INCLUDING YOURSELF and the DRIVER, were in that vehicle?

- ☐ One ☐ Two ☐ Three ☐ Four ☐ Other _____
How Many?

- 5.) If you arrived by car, van or truck, where was it parked?

- ☐ On the street in the North Station Area
Which street? _____
- ☐ In a lot or garage in the North Station Area
Which lot/garage? _____
- ☐ Outside the North Station Area
Please specify location: _____

- 6.) How many weekdays per week do you usually commute to this building?

- ☐ One ☐ Two ☐ Three ☐ Four ☐ Five

PORTLAND PLACE VISTOR TRANSPORTATION SURVEY

This transportation survey is being conducted by Vanasse Hangen Brustlin, Inc. for Bullfinch Development Corporation, developers of Portland Place. Please take a moment to complete this short survey and return it to the box located in the lobby. Thank you for your assistance.

1.) What was your PRIMARY means of arrival (the longest part of your trip) to this building from your last stop?

- | | |
|--|---|
| ☐ Car, van, motorcycle or truck | ☐ Commuter ferry |
| ☐ Vanpool | ☐ Taxi |
| ☐ Bus | ☐ Moped or bicycle |
| ☐ Subway/trolley | ☐ Walk |
| ☐ Commuter rail | |

2.) Where was your last stop before arriving at this building?

- | | |
|---|--------------------------------------|
| ☐ Financial District | ☐ Beacon Hill |
| ☐ North Station Area | ☐ Back Bay |
| ☐ Government Center | ☐ Other _____ |
| ☐ Downtown Crossing | Please specify community/area |

3.) If you arrived by car, van, taxi or truck, how many people, INCLUDING YOURSELF and the DRIVER, were in that vehicle?

- ☐ One ☐ Two ☐ Three ☐ Four ☐ Other _____
- How Many?

4.) If you arrived by car, van or truck, where was it parked?

- ☐ On the street in the North Station Area
Which street _____
- ☐ In a lot or garage in the North Station Area
Which lot/garage _____
- ☐ Outside the North Station Area
Please specify location: _____

5.) What is your trip purpose?

- ☐ Business ☐ Delivery ☐ Personal

6.) What time of day did you arrive at this building? _____ ☐ AM
☐ PM

TABLE A1
DOOR COUNTS - 200 PORTLAND STREET

TIME INTERVAL	IN ¹ /	OUT	TOTAL	CUMULATIVE 1 HOUR TOTALS
7:00 - 7:15	2	0	2	
7:15 - 7:30	4	1	5	
7:30 - 7:45	17	6	23	
7:45 - 8:00	11	1	12	42
8:00 - 8:15	24(1)	1	25	65
8:15 - 8:30	35(2)	0	35	95
8:30 - 8:45	48	3	51	123
8:45 - 9:00	33	1	34	145
9:00 - 9:15	19(2)	8	27	147 ² / ₁
9:15 - 9:30	12(2)	11	23	135
9:30 - 9:45	14(3)	7	21	105
9:45 - 10:00	8(3)	16	24	95
10:00 - 10:15	10(4)	4	14	82
10:15 - 10:30	13(1)	8	21	80
10:30 - 10:45	5(2)	4	9	68
10:45 - 11:00	6(1)	4	10	54
11:00 - 11:15	7(2)	1	8	48
11:15 - 11:30	2(1)	7	9	36
11:30 - 11:45	10(1)	9	19	46
11:45 - 12:00	12(1)	21	33	69
12:00 - 12:15	11(4)	42	53	114
12:15 - 12:30	13(3)	27	40	145
12:30 - 12:45	24(3)	34	58	184
12:45 - 1:00	42(2)	18	60	211
1:00 - 1:15	31(2)	28	59	217
1:15 - 1:30	24(4)	17	41	218 ³ / ₁
1:30 - 1:45	24(5)	5	29	189
1:45 - 2:00	9(1)	4	13	142
2:00 - 2:15	21(3)	8	29	112
2:15 - 2:30	5(1)	9	14	85
2:30 - 2:45	16(2)	6	22	78
2:45 - 3:00	6(2)	14	20	85
3:00 - 3:15	15(2)	5	20	76
3:15 - 3:30	10(3)	7	17	79
3:30 - 3:45	8(2)	8	16	73
3:45 - 4:00	8(2)	19	27	80
4:00 - 4:15	3(3)	27	30	90
4:15 - 4:30	4(2)	18	22	95
4:30 - 4:45	3	14	17	96
4:45 - 5:00	3	55	58	127
5:00 - 5:15	6(3)	43	49	146
5:15 - 5:30	0	29	29	153 ⁴ / ₁

TABLE A1 (CONTINUED)

	<u>IN¹/</u>	<u>OUT</u>	<u>TOTAL</u>	<u>CUMULATIVE 1 HOUR TOTALS</u>
5:30 - 5:45	3	12	15	151
5:45 - 6:00	3	11	14	107
6:00 - 6:15	0	12	12	70
6:15 - 6:30	0	3	3	44
6:30 - 6:45	0	2	2	31
6:45 - 7:00	<u>0</u>	<u>2</u>	<u>2</u>	19
Total	<u>584(75)</u>	<u>592</u>	<u>1176</u>	

1/ Numbers in parentheses indicate visitors (Inbound only shown since not all visitors signed out).

2/ AM Peak Hour = 8:15 - 9:15
 IN = 135 (129 employees + 6 visitors)
 OUT = 12 (8 employees + 4 visitors)

3/ Mid-day Peak Hour = 12:30 - 1:30
 IN = 121 (108 employees + 13 visitors)
 OUT = 97 (91 employees + 6 visitors)

4/ PM Peak Hour = 4:30 - 5:30
 IN = 12 (8 employees + 4 visitors)
 OUT = 141 (133 employees + 8 visitors)

TABLE A2
SUMMARY OF EMPLOYEE QUESTIONNAIRE SURVEY
VEHICLE TRIP DISTRIBUTION BY COMMUNITY

<u>COMMUNITY</u>	<u>NUMBER</u>
Allston	1
Arlington	1
Boxford	1
Brighton	1
Brockton	1
Brookline	3
Cambridge	2
Cohasset	1
Dorchester	1
Fall River	1
Framingham	2
Greenland, N.H.	1
Hingham	1
Lexington	1
Medford	2
Milford	1
Newburyport	1
New Bedford	1
New Hampshire	1
Norton	1
North Andover	1
Plymouth	1
Plympton	1
Portsmouth, N.H.	1
Quincy	5
Saugus	1
Somerville	3
South Boston	1
South Shore	1
South Yarmouth	1
Stoughton	1
Taunton	1
Topsfield	1
Weymouth	1
Winthrop	1
Woburn	1
Worcester	<u>1</u>
Total	48

TABLE A3
SUMMARY OF EMPLOYEE QUESTIONNAIRE SURVEY
TRANSIT TRIP DISTRIBUTION BY COMMUNITY

<u>COMMUNITY</u>	<u>NUMBER</u>
Back Bay	4
Braintree	1
Brighton	1
Brookline	5
Cambridge	2
Dorchester	6
East Boston	4
Everett	3
Hyde Park	2
Jamaica Plain	4
Melrose	1
Milton	1
Newton	1
North Quincy	1
Quincy	5
Randolph	1
Revere	3
Roslindale	1
Saugus	1
Somerville	4
South Boston	1
South End	1
South Shore	1
Weymouth	3
Winthrop	<u>3</u>
Total	60

TABLE A4
SUMMARY OF VISITOR QUESTIONNAIRE SURVEY
TRIP PURPOSE

<u>PURPOSE</u>	<u>NUMBER</u>	<u>PERCENT</u>
Business	47	62.7
Delivery	22 ¹ / ₂	29.3
Personal	<u>6</u>	<u>8.0</u>
	75	100.0

1/ 12 trips via vehicle

EXHIBIT F

TRANSPORTATION ACCESS PLAN AGREEMENT
BETWEEN
THE CITY OF BOSTON TRANSPORTATION DEPARTMENT,
THE BOSTON REDEVELOPMENT AUTHORITY
AND
PORTLAND PLACE ASSOCIATES LIMITED PARTNERSHIP

This agreement is entered into this _____ day
of _____, 1987, by and between the City of Boston
Transportation Department (hereinafter referred to as "City"),
the Boston Redevelopment Authority (hereinafter referred to as
"the BRA"), and Portland Place Associates Limited Partnership,
a Massachusetts limited partnership (hereinafter referred to as
"Developer").

WITNESSETH THAT:

WHEREAS, the Applicant is the owner of a parcel of
land together with the building thereon located at 73-75
Causeway Street, 19-21 Lancaster Street, the air rights over
both 200 Portland Street and the Annex to 200 Portland Street
located on Lancaster Street, containing in the aggregate
approximately 33,536 square feet as more particularly described
on Exhibit A of the Development Impact Project Agreement (the
"Project Site"); and

WHEREAS, the Applicant proposes to construct a 9-story
new construction addition with a height of 100.0 feet to an
existing rehabilitated 6-story building on the Project Site for
use as an office building with ground floor retail/restaurant,
office uses on the upper floors and one level of subterranean
parking under the new construction. The building will contain

approximately 133,640 square feet of gross floor area when it is completed (hereinafter "Project"); and

WHEREAS, a Traffic Impact and Access Plan dated _____ has been submitted on behalf of the Developer which documents traffic and parking impacts of the _____ Project, which Traffic Impact and Access Plan has been attached to the Development Impact Project Agreement as Exhibit E; and

WHEREAS, Developer acknowledges potential traffic and parking impacts from the construction and operation of the Portland Place Project and that such impacts can be mitigated through a construction management plan and a permanent access plan; and

WHEREAS, the City, the BRA and the Developer desire to mitigate traffic and parking impacts from the construction and operation of the Portland Place Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained the sufficiency of which is hereby acknowledged, the parties do hereto mutually agree as follows:

Section 1. Definitions

(a) "Agreement" shall mean this Transportation Access Plan Agreement.

(b) "Portland Place Project" shall mean the construction on the Project Site of a 9-story new construction addition with a height of 100.0 feet to an existing rehabilitated 6-story building on the Project Site for use as

an office building with ground floor retail/restaurant, office uses on the upper floors and one level of subterranean parking under the new construction.

(c) "BRA" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, its successors and assigns.

(d) "Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Boston Inspectional Services Department for the Portland Place Project.

(e) "City" shall mean the Transportation Department of the City of Boston, its successors and assigns.

(f) "Developer" shall mean Portland Place Associates Limited Partnership.

(g) "Term of this Agreement" shall mean the period of time from the Effective Date hereof to thirty (30) years from the date of issuance of the initial Certificate of Occupancy.

(h) "Traffic Impact and Access Plan" shall mean the Transportation Impact Study and Access Plan for the Portland Place Project dated _____ prepared for the Developer by Vanasse Hangen Brustlin, Inc. and supplemented by the Developer, as such Plan may from time to time be amended, a copy of which is attached as Exhibit E to the Development Impact Project Agreement and incorporated herein by reference.

Section 2. Demand Reduction Strategies

The Developer agrees to utilize a number of measures to optimize the use of the thirty-five parking spaces that will be provided at Portland Place. The proposed monthly rent per parking space is currently \$200.00. However, the Developer agrees to encourage tenants to utilize ride sharing and car pooling as a means to reduce the number of cars coming to Portland Place. Developer may, in its sole discretion, seek to achieve this goal by a partial subsidy of the monthly parking fee.

The Developer shall encourage tenants to set up van pools and provide special parking spaces for such vehicles. Also, the Developer agrees to encourage tenants to stagger working hours in order that commuters avoid rush hour traffic with the provision of parking spaces reserved for such later arrivals.

Because of its close proximity to North Station, it is anticipated that the overwhelming majority of workers at Portland Place will use public transportation in order to get to work. At North Station, there are both commuter rail facilities and rapid transit facilities. However, to further encourage the use of public transportation, Developer agrees to have available MBTA passes and transit information, and to encourage its tenants to provide subsidies of MBTA passes.

Section 3. Truck Deliveries

In order to try to reduce congestion at peak rush hours, the Developer will encourage tenants to have flexible work hours. Developer will also restrict service vehicles and the delivery of goods to off peak hours.

Section 4. Construction Management Plan

In order to mitigate traffic during construction, Developer agrees that all deliveries of goods and materials will be restricted to off peak hours. Storage of all materials and equipment will be on the site, and not on the street. Construction workers will not be permitted to park on the street but will be encouraged to use public transportation or use one of the nearby public parking facilities. In addition, Developer further agrees that it will enter into a construction management access agreement with the City of Boston's Transportation Department.

Section 5. Roadway Improvements

No access or sidewalk changes will be required by Portland Place. A curb cut will be required on Lancaster Street where access to the basement parking and loading docks occurs. As an amenity, there will be a new brick sidewalk build on Lancaster Street. No other roadway improvements are planned for the Project.

Section 6. Transportation Coordinator

Developer agrees, at least 30 days prior to its commencement of construction of the Project, to provide written notice to the City and the BRA designating the person who will act as its transportation coordinator for the Project.

Section 7. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this Agreement, and such failure or breach shall continue for 60 days after written notice thereof from the City or the BRA, the City and/or the BRA may institute any such actions and proceedings as the City and/or the BRA may deem appropriate, including, but not limited to, an action to compel specific performance and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

Section 8. Records and Reports

(a) Developer shall keep and maintain books, records and other documents regarding compliance with this Agreement, and shall make the same available.

(b) Developer shall deliver an annual report detailing the Developer's compliance with Sections 5 and 6 of this Agreement to the City and the BRA within 60 days of the end of each Calendar Year during the Term of this Agreement.

Section 9. Access to Project

Developer agrees that any duly authorized representative of the City and/or the BRA shall, at all reasonable times, have access to any portion of the Portland Place Project until the completion of the construction of the Portland Place Project.

Section 10. Assumption of Liability

(a) Developer shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

(b) Developer shall assume the defense of and hold the BRA, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 11. Assignment

Developer may assign its interest in this Agreement, but only subject to and by complying with the following conditions:

- (1) At the time of the assignment, Developer shall not then be in default of the terms and conditions of this Agreement imposed upon Developer to such date;

(2) The assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Developer; and

(3) There shall be promptly delivered to the BRA and the City the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the assignee.

Section 12. Waiver

No act by or on behalf of the City and the BRA shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the City and the BRA, and expressly stated to constitute such waiver. Any express waiver by the City and the BRA of any rights, terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 13. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 14. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A, Massachusetts General Laws) and the public body or bodies succeeding to the interests of the BRA and the City.

Section 15. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or the BRA and the City, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

Developer:

Portland Place Associates
Limited Partnership
c/o Bulfinch Development
Corporation
105 Chauncy Street
Boston, Massachusetts 02511
Attention: J. Miller Blew,
President

with a copy to:

John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, Massachusetts 02110

The City:

City of Boston Transportation
Department
One City Hall Square
Boston, Massachusetts 02201
Attention: Commissioner

with a copy to:

City of Boston Law Department
One City Hall Square
Boston, Massachusetts 02201

The BRA:

Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to:

Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General
Counsel

Section 16. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City, the BRA and Developer.

Section 17. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the applicaiton thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 18. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be.

originals and together shall constitute but one and the same instrument.

Section 19. Table of Contents, Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 20. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 21. Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 22. Expiration

This Agreement shall terminate thirty (30) years from the issuance of the initial Certificate of Occupancy and the provisions contained herein shall be null and void as of the date of termination.

Section 23. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no

expense will be incurred by the BRA or the City with respect to such measures.

in case of counterparts to be signed, dated and delivered by their respective duly authorized representatives, as of the date first written above

WITNESSES

CITY OF BOSTON
TRANSPORTATION DEPARTMENT

By: _____
Richard A. Lee,
General Manager

REGIONAL DEVELOPMENT AUTHORITY

By: _____
Stephen C. Lee,
Director

PORTLAND PLACE ASSOCIATION
LIMITED PARTNERSHIP

By: _____
J. Miller Allen,
President

Approved as to form

Notary Public
Regional Development Authority

Approved as to form

Notary Public
City of Boston

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in three (3) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

CITY OF BOSTON
TRANSPORTATION DEPARTMENT

By: _____

Richard Dimino,
Commissioner

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Stephen Coyle,
Director

PORTLAND PLACE ASSOCIATES
LIMITED PARTNERSHIP

By: _____

Approved as to form:

J. Miller Blew,
President

Chief General Counsel
Boston Redevelopment Authority

Approved as to form:

Corporation Counsel
City of Boston

EXHIBIT G

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this _____ day of _____, 1987, by and among the City of Boston (the "City"), the Boston Redevelopment Authority (the "BRA"), and Portland Place Associates Limited Partnership, a Massachusetts Limited Partnership, having an address at 105 Chauncy Street, Boston, Massachusetts 02111 and its successors, assigns and legal representatives (the "Developer").

The Developer is a party to a Development Impact Project Agreement with the BRA (the "Development Agreement"). Pursuant to the Development Agreement, the Developer has agreed to formulate and submit to either the City or to the BRA a Voluntary Employment Opportunity Plan, the purpose of which is to detail the Developer's good faith efforts to assure that fifty percent (50%) of the employment opportunities created in the Development will be made available to Boston residents.

Working in a cooperative effort with the Mayor's Office of Jobs and Community Services ("OJCS"), the developers and owners of major commercial real estate projects (singly a "Development" and collectively the "Developments"), including office buildings, hotels, retail stores, and offices for institutional use, now existing or in various stages of development or construction, (the "Developers"), have jointly formulated such a plan, and have agreed to pursue the plan uniformly in each of the Developments.

The Employment Opportunity Plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Development will be created and filled by tenants of the Development (the "Tenants"). Therefore, the following Employment Opportunity Plan (the "Plan") focuses upon steps which a Developer as landlord can take to urge and encourage its Tenants to hire Boston residents for new job openings. The Plan details two basic approaches to that endeavor, the first being fulfillment of a leadership role in which the Developer/landlord utilizes the employment training and referral resources available in the City of Boston, and the second being acting as a conduit to Tenants for information about those resources. The following paragraphs set forth the joint Employment Opportunity Plan:

I. Undertakings by the Developer

A. With respect to all persons employed by the Developer in connection with the operation, management, and maintenance of, and provision of security to, the Development, the Developer will pursue as a goal the employment of Boston residents in fifty percent (50%) of the work force employed at the Development site. Persons employed by any agent or independent contractor providing maintenance, management, security or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by the Developer.

B. The Developer shall become a signatory to the Boston Compact.

C. The Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this Memorandum of Understanding as Exhibit "A".

D. The Developer will participate in the Private Industry Council's summer jobs program.

E. The Developer will assign or cause to be assigned to the management staff for the Development a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan.

II. Dissemination of Information to Tenants

A. Subsequent to the final execution and delivery of a lease for space in the Development, the Developer will send to the Tenant thereunder a letter substantially in the form of Exhibit "B" to this Memorandum of Understanding, which letter will transmit the Employment Services Guide annexed to this Memorandum of Understanding as Exhibit "C", which Employment Services Guide has been produced by and at the expense of the Developers with the cooperation of OJCS.

B. In each year through and including 1996, the Developer will solicit from each Tenant in the Development statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. Such statistical information will be combined with the statistical information obtained by each of the other Developers who are signatory from

time to time to this Memorandum of Understanding from the Developments identified with each signatory hereto, in order to produce a single statistic concerning the number of newly hired employees within the Developments and the percentage thereof who are Boston residents. Such information will be transmitted to both the City and the BRA by the Developers no later than March 31st in each such year.

III. Continuing Joint Efforts

The Developers will convene annually with the other participating Developers in July of each year through and including 1996 to meet with OJCS for the purpose of updating and revising the Employment Services Guide. Upon each such update or revision to the Employment Services Guide, each Developer will redistribute the Employment Services Guide, or supplementary or substitute pages thereto, to each Tenant in the Development, accompanied by a transmittal letter to be jointly formulated by the Developers at the time such update or revision is prepared.

The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developer under the Development Agreements to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the City and the BRA. The Developers hereby agrees to fulfill all of the undertakings and responsibilities imposed upon a Developer by the Plan from the date hereof through and including August 1,

1996. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owners of the Development.

EXECUTED as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle,
Director

CITY OF BOSTON ACTING BY AND
THROUGH THE MAYOR'S OFFICE OF
JOBS AND COMMUNITY SERVICES

By: _____
Kristen McCormack,
Director

PORTLAND PLACE ASSOCIATES
LIMITED PARTNERSHIP

By: _____
J. Miller Blew,
General Partner

EXHIBIT H

FIRST SOURCE AGREEMENT

Preliminary Statement

Portland Place Associates Limited Partnership, a Massachusetts Limited Partnership, having an address at 105 Chauncy Street, Boston, Massachusetts 02111 and its successors, assigns and legal representatives (the "Developer") is engaged in the development of a parcel of land together with the building thereon located at 73-75 Causeway Street, 19-21 Lancaster Street, the air rights over both 200 Portland Street and the Annex to 200 Portland Street located on Lancaster Street, containing in the aggregate approximately 33,536 square feet as more particularly described on Exhibit A to the Portland Place Development Impact Agreement (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston and the Boston Redevelopment Authority dated <>, 1987, setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with the Mayor's Office of Jobs and Community Services ("OJCS") on behalf of the Boston Job Exchange program (the "Job Exchange") in which OJCS participates.

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through July 31, 1996, in seeking qualified employees to fill job vacancies and new

employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

A. Prior to announcing or advertising the availability of an employment position created by vacancy of an existing position or of a new employment position at the Development in any communications medium (other than compliance with internal posting procedures) or with any employment or referral agency, the Developer will notify the Job Exchange of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Job Exchange to refer qualified applicants for such position. The Developer shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Job Exchange of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period."

B. Upon receipt from the Developer of a notice of an employment position, the Job Exchange shall refer to the Developer candidates for employment whom the Job Exchange believes are qualified for the position and who meet the Developer's minimum requirements for such position, and shall

make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Job Exchange believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give consideration first to those applicants in such file of qualified applicants previously referred by the Job Exchange. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the Job Exchange.

D. The Developer shall incorporate the provisions of this First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

Executed this _____ day of _____, 1987.

PORTLAND PLACE ASSOCIATES
LIMITED PARTNERSHIP

By: _____
J. Miller Blew,
General Partner

CITY OF BOSTON ACTING BY AND
THROUGH THE MAYOR'S OFFICE OF
JOBS AND COMMUNITY SERVICES

By: _____
Kristen McCormack,
Director

MEMORANDUM

October 22, 1987
Continued from
September 23, 1987

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TO: BOSTON REDEVELOPMENT AUTHORITY, AND
STEPHEN COYLE, DIRECTOR

FROM: WILLIAM D. WHITNEY, ACTING ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
E. OWEN DONNELLY, DEPUTY DIRECTOR

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND
DEVELOPMENT IMPACT PROJECT AGREEMENT FOR
PORTLAND PLACE

SUMMARY: Request approval of the Development Impact Project Plan and the Development Impact Project Agreement for Portland Place in the Bulfinch Triangle.

In response to concerns raised by the Board at the September 23, 1987 public hearing, the DIP Agreement has been modified to insure closer monitoring for compliance with the construction employment standards of the Boston Employment Commission (BEC). The Developer has agreed to submit more frequent compliance reports, to appoint one of his own employees to be responsible to insure implementation of all compliance measures and Mr. Blew has agreed to be personally involved in the compliance process. In addition, to indicate the seriousness of his commitment to achieve the BEC employment standards, the Developer has volunteered to double its payment to the BEC escrow fund as further security to insure payment of fines which may be levied against the Developer or the Contractor by the BEC.

Portland Place Associates Limited Partnership, an affiliate of Bulfinch Development Corporation, requests approval of a Development Impact Project Plan (DIPP) and a Development Impact Project Agreement (Agreement) for the construction of a new nine-story building which will be physically interconnected to the historic Peter Brigham Building which the proponent has previously rehabilitated. The proposed project will be located on a 33,536 SF site located at 73-75 Causeway Street, 200 Portland Street and 19-21 Lancaster Street. The Pusycat Cinema and Geneva Auto Body building will be demolished and removed from the site.

The project, to be known as "Portland Place," will contain 232,684 square feet of gross floor area.

October 22, 1987

The previously rehabilitated section of the project contains 99,044 gross square feet and the proposed new construction will contain 133,640 gross square feet.

The ground floor of the project will be devoted to active retail uses and the upper floors will be used for offices.

A below grade parking facility will have a capacity of 42 vehicles. The height of the new building will be 99 feet to the roof line and the project FAR is 6.94. The project complies with the Downtown IPOD standards.

The project has undergone extensive review by Authority staff starting in May 1986. A Transportation Access Plan has been prepared under the guidance of the Authority and the City's Transportation Department.

Final project approval is contingent upon the execution of an Access Plan Agreement by the proponent, the Authority and the Boston Transportation Department. Schematic design has progressed to the stage where it is recommended for approval. The proponent has undertaken a thoughtful analysis of the urban design and architectural character of the Bulfinch Triangle which has been used to guide the design of Portland Place. The scale, massing, facade treatment, choice of materials and fenestration are compatible with the historic attributes of the district. The project will be the first new office building in the Bulfinch Triangle and it will strengthen the district as a desirable office location in the market place. The building will have the type of space and rent levels which attract companies and jobs which might otherwise locate out of the City.

Construction is scheduled to begin within six months of project approval. Approximately 100 construction jobs will be generated as well as 700 permanent jobs. The project will result in \$500,000 in annual property taxes to the City.

Under the DIPP and the Agreement the developer will make a housing contribution of approximately \$663,460 by either a housing payment, housing creation or a combination of both, in order to develop low and moderate income housing in the City. The developer will also make a jobs contribution of approximately \$132,684 by either a jobs payment, jobs creation or a combination of both, to be used for a jobs training program for workers who may be employed on a permanent basis at the project.

October 22, 1987

The project includes certain variances from the requirements of the Boston Zoning Code, which do not diminish its overall contribution to the public welfare. The project requires relief from the floor area ratio, rear yard, parapet setback, and off-street loading requirements. It also requires a conditional use permit to allow for the below grade parking facility.

It is therefore recommended the the Authority approve the Development Impact Project Plan for Portland Place and authorize the Director to execute the Development Impact Project Agreement and the Transportation Access Plan Agreement as requested by Portland Place Associates Limited Partnership.

Appropriate votes follow:

VOTED: That in connection with the Development Project Plan for Portland Place in the Bulfinch Triangle, presented at a public hearing duly held at the offices of the Authority on September 23, 1987, and continued on October 22, 1987, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does-adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Article 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Plan as embodied in a written document entitled "Development Impact Project Plan for Portland Place, Boston, Massachusetts" dated September 23, 1987, and in a series of schematic drawings listed in Exhibit B-4 of said document; said document and plans shall be on file in the Zoning Office of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement and a Transportation Access Plan Agreement, in substantially the forms attached, with the developer of Portland Place; and further

October 22, 1987

VOTED: That the Boston Redevelopment Authority in light of the concerns expressed at a public hearing regarding the Development Project and Agreement for Portland Place held at the Authority on September 23, 1987, with respect to the developer's and the contractor's compliance with the Boston Resident Construction Employment Standards on a previous Development Impact Project at 280 Summer Street, that the Development Impact Project Agreement as previously submitted be modified to include provisions for additional oversight by the Mayor's Office of Jobs and Community Services, and the Developer, and to include additional indication of the seriousness of the Developer's commitment to achieve the Boston Resident Construction Employment Standards.

VOTED: That the Authority hereby authorize the Director to certify in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan, and that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and Jobs Contribution Grants; and further

VOTED: That in reference to petition Z-9818 brought by Portland Place Limited Partnership Associates, for Portland Place, Boston, Massachusetts for five (5) variances and one conditional use permit as listed in the Development Impact Project Plan for Portland Place, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Authority and the Developer have entered into a Development Impact Project Agreement and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan and that plans include a Transportation Access Plan. The Authority finds said petition to be in conformity with said Development Plan.

VOTED: That the Boston Redevelopment Authority hereby finds that the Project is substantially in conformity with the proposed Downtown Zoning Interim Planning Overlay (District Article 27D) as of this date.

